**STATE OF NEW MEXICO**

**HUMAN SERVICES DEPARTMENT**

INFORMATION TECHNOLOGY AGREEMENT

Agreement No. 23-630-4000-00xx

THIS INFORMATION TECHNOLOGY AGREEMENT (this “Agreement”) is made by and between the State of New Mexico (the “State”), **Human Services Department**, hereinafter referred to as “Procuring Agency” and [**Insert Contractor Name and Vendor Number**], hereinafter referred to as “Contractor” and collectively the parties are hereinafter referred to as the “Parties.” This Agreement must be approved by the Department of Information Technology (“DoIT”).

**WHEREAS**, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et seq.*; and Procurement Code, NMAC 1.4.1 *et seq.*; Contractor has held itself out as an expert in implementing the Scope of Work attached hereto and Procuring Agency has selected Contractor as the offeror most advantageous to the State; and

**WHEREAS**, all terms and conditions of the [**RFQ Name**] and Contractor’s response to such document(s) are incorporated herein by reference; and

**WHEREAS**, this Agreement is issued against the statewide or agency price agreement, established and maintained by the New Mexico State Purchasing Division (“SPD”) of the General Services Department, [**Insert statewide or agency price agreement number and name**], and through this language the Parties hereby incorporate the statewide price agreement by reference and give the statewide or agency price agreement’s terms and conditions precedence over the terms and conditions contained in this Agreement;

**THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**ARTICLE 1 – DEFINITIONS**

1. “Acceptance,” “Accept” or “Accepted” means the approval, following Quality Assurance, of all the Deliverables by Procuring Agency’s ELR (“ELR”).
2. “Agency CIO” means Procuring Agency’s Chief Information Officer.
3. “Application Deployment Package” or “ADP” means Contractor’s centralized and systematic delivery of business-critical applications, including the source code (for custom software), documentation, executable code, and the deployment tools necessary to successfully install application software fixes, including Contractor’s Software related additions, modifications, or deletions.

D. “Business Days” means Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for Federal and State holidays.

E. “Change Request” means a written document utilized by either Party to request changes or revisions in the Scope of Work – Exhibit A, attached hereto.

F. “Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential Procuring Agency or client information as the term is defined in State and/or Federal statutes or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by Procuring Agency or any other State office or agency as confidential, including all information designated as confidential under Federal and State statutes or regulations; (5) unless publicly disclosed by Procuring Agency or the State, the pricing, payments, and terms and conditions of this Agreement, and (6) State information that has not been publicly disclosed and that is utilized, received, or maintained by Procuring Agency, Contractor, or other participating State agencies for the purpose of fulfilling a duty or obligation hereunder.

G. “Contract Manager” means a Qualified Person designated by Procuring Agency who is responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager will be **Mario Gonzalez, Project Management Bureau Chief,** or his/her Representative.

H. “Data” means a compilation, body, set or sets, of discrete information gathered by Procuring Agency and/or Contractor which Procuring Agency owns and/or controls and which concerns, and may be utilized or manipulated by Procuring Agency and/or Contractor, to further Procuring Agency’s governmental interests, role, and mission (“Mission”). Data includes, but is not limited to, Procuring Agency’s information, whether or not stored in one or more databases, Confidential Information and other internal information which affects or may affect Procuring Agency’s ability to further its Mission.

I. “Default” means a violation or breach of this Agreement by a Party’s either: (1) failing to perform one’s own contractual obligations hereunder, or (2) by interfering with the other Party’s performance of its obligations hereunder.

J. “Deliverable” means the verifiable outcomes, results, the Services, or products that Contractor will develop, perform, and/or produce and deliver to Procuring Agency according to the Scope of Work.

K. “DoIT” means the New Mexico State Department of Information Technology.

L. “DoIT CIO” means DoIT’s Cabinet Secretary or Chief Information Officer, who also serves as the State’s Chief Information Officer.

M. “Employees” means stockholders, directors, officers, employees, and agents.

N. “Escrow” means a legal document (such as Source Code) delivered by Contractor to a third-party escrow agent (“Escrow Agent”) and held by Escrow Agent until Procuring Agency Accepts one or more the Deliverables; in the event Contractor Defaults this Agreement, Procuring Agency will receive the legal document, *e.g.*, Source Code, from Escrow Agent.

O. “Enhancement” means any modification including addition(s), modification(s), or deletion(s) that, when Contractor makes or adds to a Deliverable, materially improves the Deliverable’s utility, efficiency, functional capability, or application (“Utility”). An error correction is not an Enhancement unless the Deliverable’s Utility is improved in Contractor’s process of making the error correction.

P. “Enterprise” means the full spectrum of NM HHS systems and agencies (departments/divisions) engaged in this Project. At the present time the Enterprise applies to ALTSD, ECECD, CYFD, DOH and HSD.

Q. “Executive Level Representative” or “ELR” means the individual designated and empowered with the authority to represent and make decisions on behalf of Procuring Agency or the Representative of the Executive Level Representative.

R. “GRT” means New Mexico gross receipts tax.

S. "GSD" means the General Services Department; “GSD/CRB” means the General Services Department, Contracts Review Bureau.

T. “Intellectual Property (IP)” means any and all proprietary information or material, whether tangible or intangible, whether derived, embodied, composed or comprised of any hard copy, soft copy, electronic format, hardware, firmware, software or manifested in any other form, whether solid, liquid or vapor, that consists of, or is directly or indirectly related to, Know How, trade secrets, copyrightable material, patent protected or protectable inventions and/or information, U.S. and foreign patent applications and patents, service marks, trademarks, and trade names, any of which is conceptualized, created or developed by either one or both of the Parties. For the purposes of this Agreement each Party will have exclusive ownership rights and control over Intellectual Property that the Party owns or controls prior to the commencement of this Agreement (“Pre-Owned IP”). Intellectual Property that Contractor creates during the course of Contractor’s performance of work hereunder will be deemed work made for hire (“Work Made for Hire”). Procuring Agency will be considered to be the creator and sole and exclusive owner of all Work Made for Hire. Contractor agrees that Contractor will not make any application for nor any other claim of ownership regarding any Work Made for Hire or any of the Procuring Agency’s Pre-Owned IP. Together, any and all combinations of Procuring Agency’s Pre-Owned IP and Work Made for Hire will comprise “Agency IP.”

U. “Independent Verification and Validation (“IV&V”)” means the process whereby Procuring Agency retains an independent expert to evaluate, verify and issue a written validation opinion concerning Contractor’s performance of the Project and to determine Contractor’s compliance with the requirements stated in the Scope of Work, whether with respect to evaluating certain stages of the Deliverables, or to evaluating the body of the Deliverables as a whole, or both.

V. “Know How” means the idea(s), technical information and knowledge including, but not limited to, documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals, and other tangible items containing, relating to, or causing the enablement of the Work Made for Hire and the Intellectual Property developed hereunder.

W. “Payment Invoice” means each of Contractor’s detailed, certified, and written requests for payment concerning the Deliverables that Contractor renders to Procuring Agency. Each Payment Invoice must identify each Deliverable for which the Payment Invoice is submitted and must include the price stated in the Scope of Work (Deliverables section), and in Article 3, below, as well as Contractor’s actual charge, for each Deliverable.

X. “Performance Bond” means a surety bond which guarantees against Contractor’s Default as well as Contractor’s full performance of its obligations hereunder.

Y. “Project” means the sum of Contractor’s efforts necessary to produce and deliver the Deliverables to Procuring Agency according to the Scope of Work. The title for this Project is **Medicaid Management Information System Replacement Project.**

Z. “Project Manager” means a Qualified Person appointed by Procuring Agency who oversees and manages Contractor’s efforts to produce and deliver the Deliverables to Procuring Agency. The Project Manager for this Project is **Grace Aroha, IT Project Manager** or his/her Representative.

AA. “Qualified Person” means a person who has demonstrated experience performing and completing activities and tasks similar to the Project.

BB. “Quality Assurance” or “Quality Assurance Review” means the planned and systematic pattern of rules, measures, procedures, and process established by Procuring Agency to ensure that each Deliverable conforms to the requirements stated in the Scope of Work.

CC. “Representative” means one or more substitute person(s) for a title or role, e.g., Project Manager or Contract Manager, when the Party’s primary contact person is unavailable.

DD. “Scope of Work” or “SOW” means the statements of Purpose and the Deliverables attached to this Agreement as Exhibit “A.”

EE. “Service” or “the Services” means the task(s), function(s), and responsibility(ies) assigned to, and performed by Contractor according to the SOW.

FF. “State” means the State of New Mexico.

GG. "State Purchasing Agent (NMSPA)" means the New Mexico State Purchasing Agent or his/her Representative.

HH. “State Purchasing Division (SPD)” means the State Purchasing Division of the New Mexico General Services Department.

II. “Software” means the operating system and/or application software used by Contractor to provide the Deliverables hereunder. Software may include, but is not limited to, Third Party Software. “Third Party Software” means software owned by third parties which is utilized by Contractor and/or Procuring Agency hereunder.

JJ. “Software Maintenance” means the set of activities that result in changes to the Accepted (baseline) product set of Software. These activities consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline Software and operating system.

KK. “Source Code” means the human-readable programming instructions organized into sets of files that represent the business logic for the Project application. Source Code may be read as text and subsequently edited, requiring compilation or interpretation by a Qualified Person into binary or machine-readable form before being directly useable by a computer.

LL. “Turnover Plan” means the written plan developed by Contractor and approved by Procuring Agency to continue the Project in the event the Deliverables stated in the SOW are transferred, either directly to Procuring Agency or to a third party.

**ARTICLE 2 – SCOPE OF WORK**

1. The Scope of Work. The Scope of Work, or “SOW” attached hereto as “Exhibit A,” is incorporated into this Agreement as if fully set forth herein. The SOW governs Contractor’s production and delivery of the Deliverables to Procuring Agency. The Parties may amend the SOW by executing one or more mutually agreed upon written amendments. In the event a conflict of terms exists between this Agreement and the SOW, the terms of this Agreement will govern.
2. Performance Measures. The Contractor shall perform to the satisfaction of the Procuring Agency the Performance Measures set forth in Exhibit A, as determined within the sole discretion of the Procuring Agency. In the event the Contractor fails to obtain the results described in Exhibit A, the Procuring Agency may provide written notice to the Contractor of the Default and specify a reasonable period of time in which the Contractor shall advise the Procuring Agency of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the Procuring Agency from exercising its rights pursuant to Article 6 or Article 16.
3. Contractor Default. Contractor will deliver the Deliverables as stated in the SOW. In the event Contractor fails to deliver the Deliverables according to the SOW, Procuring Agency may declare Contractor to be in Default hereunder. In the event Procuring Agency declares Contractor to be in Default, Procuring Agency will give written notice to Contractor describing the Default and will specify a reasonable period of time during which Contractor will remediate the Default. Contractor will then give Procuring Agency a written response that advises Procuring Agency concerning the measures Contractor will take to cure the Default as well as Contractor’s proposed timetable for implementing those measures. Nothing in this Section will be construed to prevent Procuring Agency from exercising Procuring Agency’s rights pursuant to Article 6 or Article 16, below.
4. Schedule. Contractor will deliver the final Deliverables to Procuring Agency on or before the due dates stated in the SOW. The due dates will not be altered or waived by Contractor absent Procuring Agency’s prior written consent, according to the Amendment process stated in Article 25, below.
5. License. Not Applicable. The Parties agree there is no License.
6. Source Code. Not Applicable. The Parties agree there is no Source Code.
7. Procuring Agency’s Rights.
8. Rights to Software.Not Applicable. The Parties agree that this is an agreement pertaining only to professional services and does not involve the provision or use of Software.
9. Protection of Proprietary Rights. Contractor will reproduce and attach the State’s copyright, product identifications and other proprietary notices on the copies Contractor makes and delivers of the Software, the Source Code, and other Deliverables for Procuring Agency, in whole or in part, or on any electronic, hard copy or other tangible form of the Deliverables.
10. Protection of Data. Contractor will protect and safekeep all of Procuring Agency’s Data to the same or a higher degree of care that Contractor takes with respect to its own information and data. Contractor will implement all measures necessary to protect Procuring Agency’s Data from any and all harm, including but not limited to, breach, intrusion, contamination, corruption, loss, leak, theft, disintegration, viral attack, denial-of-service, malware, worms, trojans, ransomware, hacking, phishing, skimming and other damage of any kind (collectively “Data Damage”), whether caused by Contractor, Contractor’s Employees or one or more third parties. In the event a Data Damage incident occurs while Procuring Agency’s Data is within Contractor’s purview and/or control, within one (1) hour of Contractor’s discovery of a Data Damage incident, Contractor will notify the Project Manager concerning the Data Damage incident, including sufficient information for the Project Manager to determine, in conjunction with Contractor, which measures, if any, Contractor must implement to mitigate the Data Damage.
11. Rights to Data. Any and all of Procuring Agency’s Data that is stored upon Contractor’s servers or lies within Contractor’s custody hereunder, is Procuring Agency’s sole and separate property and inures to Procuring Agency’s exclusive benefit. None of Contractor or Contractor’s Employees, subcontractor(s), affiliates and/or assigns will make use of, disclose, sell, copy, license or reproduce Procuring Agency’s Data in any manner, or provide of Procuring Agency’s Data to any third party absent Procuring Agency’s prior written authorization.

**ARTICLE 3 - COMPENSATION**

A. Compensation Schedule. Procuring Agency will pay Contractor according to the fixed price set for each Deliverable, per the schedule stated in the SOW, less retainage, if any, as identified in Paragraph D.

B. Payment. The total compensation hereunder will not exceed [**Insert Dollar Amount**] including New Mexico gross receipts tax. This amount is the maximum total amount; it is not a guarantee that the work to be performed by Contractor, and the total of the corresponding payments that Procuring Agency pays to Contractor, will equal the maximum total amount. However, the Parties do not intend for Contractor to continue to deliver the Deliverables without compensation once the total compensation amount has been reached. Therefore, Contractor must notify Procuring Agency before the price of a Deliverable reaches the compensation amount for that Deliverable stated in the SOW. In no event will Procuring Agency pay Contractor for any Deliverables in an amount that exceeds the maximum total amount without this Agreement being amended in writing prior to Contractor’s continued delivery of the Deliverables.

Procuring Agency will pay Contractor upon Procuring Agency’s Acceptance of each Deliverable according to Article 4, below, and upon the receipt and Acceptance of Contractor’s detailed and certified Payment Invoice(s). Procuring Agency will forward its payments to Contractor's designated mailing address, stated in Article 28, below. In accordance with Section 13-1-158 NMSA 1978, Procuring Agency will tender payment to Contractor within thirty (30) days of the date of Procuring Agency’s written certification of Acceptance. All Payment Invoices MUST BE received by Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Contractor’s Payment Invoices received by Procuring Agency later than fifteen (15) days after the termination of this Agreement WILL NOT BE PAID.

Compensation for a statewide price agreement shall not exceed the SPD or DoIT approved price maximums as established in the state price agreement used for this contract. Contractor hereby agrees to perform any requested work through change requests from any price agreement approved services at or below the published maximum rates of the statewide price agreement as follows:

| Contract Service | Rate Inclusive of NMGRT |
| --- | --- |
| SWPA Listed Service or Position | $XXX.00 |
| Other positions | $XXX.00 |

Contractor compensation includes all costs associated with traveling to and from Santa Fe and costs for staying in Santa Fe on the agreed-upon schedule.

C. Taxes. Contractor will be reimbursed by Procuring Agency for applicable New Mexico gross receipts taxes (“GRT”), excluding interest or penalties assessed on Contractor by the New Mexico Taxation and Revenue Department. Contractor is solely responsible for the payment of GRT for any money Contractor receives hereunder. Contractor must report its GRT, income tax and other tax obligations under Contractor's Federal and State tax identification number(s).

Contractor and its subcontractors, if any, will pay all Federal, State, and local income and other taxes and government fees applicable to its operation(s) as well as the taxes and fees associated with Contractor’s employment of its Employees. Contractor will require its subcontractors, if any, to hold Procuring Agency harmless from any responsibility for taxes, damages, fees, and interest, if applicable, as well as any and all contributions required under Federal and/or state and local laws and regulations, including any other costs, transaction privilege taxes, unemployment compensation insurance, Social Security and Worker’s Compensation.

D. Retainage. Procuring Agency will retain 20% of the fixed-price cost of each stated Deliverable as security for Contractor’s full performance of this Agreement. Procuring Agency will release all retained amounts to Contractor upon Procuring Agency’s Acceptance of the final Deliverable.

E. Performance Bond. Contractor will execute and deliver to Procuring Agency, contemporaneously with the execution of this Agreement, a performance bond in the amount of $500,000.00 (the “Performance Bond”) in Procuring Agency’s name. The Performance Bond will be in effect for the duration of this Agreement and any renewals hereof. Procuring Agency will condition its release of the Performance Bond upon Procuring Agency’s Acceptance of Contractor’s full performance and fulfillment of each and every of its Deliverables, terms, conditions, provisions, and obligations hereunder. Procuring Agency’s right to recoup monies against the Performance Bond will include all of Procuring Agency’s costs and damages associated with the transfer of the Deliverables to a third party or to the State as a result of Contractor’s performance failure(s).

F. Contractor agrees that platform and/or other hardware/cloud costs will be included in its service delivery model irrespective of where the Solution will be hosted. Contractor shall acknowledge that the State will not separately reimburse the Contractor for hardware/cloud or platform costs or licensing costs that are required to deliver the Solution.

**ARTICLE 4 – ACCEPTANCE**

A. Submission. Upon Contractor’s completion and delivery of each Deliverable stated in the SOW, Contractor will submit a Payment Invoice, together with an accurate description of the Deliverable, to Procuring Agency. Contractor will submit its Payment Invoices to Procuring Agency according to, or lower than, the Deliverable price stated in the SOW, less the retainage, if any, stated in Article 3(D), above. Contractor will not submit Payment Invoices to Procuring Agency for any amount(s) that exceed the amount(s) stated in the SOW absent Procuring Agency’s prior written permission.

B. Acceptance. According to Section 13-1-158 NMSA 1978, the ELR will determine whether the Deliverable(s) meet(s) the specifications stated in the SOW. Procuring Agency will not pay for any Deliverable until the ELR Accepts the Deliverable in writing. In order to Accept a Deliverable, the ELR, in conjunction with the Project Manager, will perform a Quality Assurance Review of the Deliverable to determine, at a minimum, whether the Deliverable:

1. Meets or exceeds the Deliverable requirements stated in the SOW; and

2. Complies with the terms and conditions of statewide or agency price agreement; and

3. Meets or exceeds the generally accepted industry standards and procedures applicable to the Deliverable(s); and

4. Complies with all other of Contractor’s requirements, duties, and obligations hereunder.

In the event the ELR Accepts a Deliverable according to the ELR’s Quality Assurance Review, the ELR will send Contractor the ELR’s written Acceptance within **fifteen (15) Business Days**] (the “Acceptance/Rejection Period”), or other such period as approved by the Procuring Agency, from the date the ELR receives each of Contractor’s Payment Invoice(s).

C. Rejection. If the ELR fails to give Contractor notice of Procuring Agency’s rejection of a Payment Invoice within the Acceptance/Rejection Period, the Deliverable, together with its corresponding Payment Invoice will be deemed to be Accepted by Procuring Agency. In the event the ELR rejects the Deliverable following the ELR’s Quality Assurance Review within the Acceptance/Rejection Period, the ELR will send Contractor a rejection notice together with a consolidated set of comments (“Comments”) indicating the issues, unacceptable items, and/or requested revisions that Contractor should make or perform with respect to the rejected Deliverable. Upon Contractor’s receipt of the ELR’s rejection and Comments, Contractor will have ten (10) Business Days to resubmit the rejected Deliverable to Procuring Agency together with Contractor’s revisions, corrections and/or modifications made according to the ELR’s Comments. Upon receipt of Contractor’s revised, corrected or modified (“Revised”) Deliverable, the ELR will determine whether the Revised Deliverable is Acceptable by conducting a second Quality Assurance Review. The ELR will then issue a written determination of Procuring Agency’s acceptance or rejection of the Revised Deliverable within fifteen (15) Business Days, or other such period as approved by the Procuring Agency], of Procuring Agency’s receipt of the Revised Deliverable. In the event the ELR rejects the Revised Deliverable according to the second Quality Assurance Review, Contractor will be then required to provide a remediation plan that will include a list of Contractor’s planned corrective measures and an associated timeline for Contractor to complete its remediation of the Deliverable. Contractor’s remediation plan must be accepted by the ELR prior to Contractor’s implementation of its Deliverable remediation plan. At the same time, Contractor will also be subject to pay Procuring Agency all of Procuring Agency’s monetary damages associated with Contractor’s failure to timely deliver an Acceptable Deliverable and must complete all remedies attributable to Contractor’s late delivery of the Deliverable. In the event ELR rejects a Deliverable three times, Procuring Agency may declare Contractor to be in Default and may immediately terminate this Agreement. Procuring Agency may then seek to recover from Contractor any and all damages and remedies available hereunder and otherwise available in law or equity.

**ARTICLE 5 – TERM**

THIS AGREEMENT WILL BECOME EFFECTIVE AND BINDING ONLY UPON THE SIGNATURE OF THE STATE PURCHASING DIVISION.

This Agreement shall terminate on [**Insert Termination Date]**, with four (4) optional one (1) year extensions, not to exceed eight (8) years in total, unless terminated pursuant to Article 6, below. This Agreement falls within the exception to the four-year limitation established by NMSA 1 978, §13-1-150(B)(l) for services required to support or operate federally certified Medicaid, financial assistance, and child support enforcement management information or payment systems.

**ARTICLE 6 – TERMINATION**

1. Grounds. Procuring Agency may terminate this Agreement at any time for convenience or cause. Contractor may only terminate this Agreement in the event Procuring Agency materially Defaults hereunder and subsequently fails to cure its Default within ninety (90) days from the date Contractor first declares Procuring Agency to be in Default.
2. Appropriations. Procuring Agency may terminate this Agreement if required by changes in State or federal law, or so ordered by a court of competent jurisdiction, or due to insufficient appropriations made available by the United States Congress and/or the State Legislature concerning the Parties’ performance hereunder. Procuring Agency’s determination concerning whether sufficient appropriations are available will be deemed fully accepted by Contractor and will be final. In the event Procuring Agency terminates this Agreement pursuant to this subparagraph B, Procuring Agency will provide Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.
3. Notice; Opportunity to Cure.
   1. Except as otherwise provided in Paragraph (B), immediately above, Procuring Agency will give Contractor written notice of Procuring Agency’s intended termination at least thirty (30) days prior to the effective termination date.
   2. Contractor will give Procuring Agency written notice of Contractor’s termination at least thirty (30) days prior to Contractor’s effective termination date, which notice will (i) identify Procuring Agency’s material Default(s) upon which Contractor bases its termination, and (ii) state the measures Procuring Agency should implement to cure such material Default(s). Contractor’s termination notice to Procuring Agency will only take effect: (i) if Procuring Agency fails to commence curing Procuring Agency’s material Default(s) within Contractor’s thirty (30) day notice period, or (ii) in the event Procuring Agency cannot commence to cure its material Default(s) within Contractor’s thirty (30) day notice period, Procuring Agency will issue a written notice to Contractor concerning: (a) Procuring Agency’s intent to cure, and (b) Procuring Agency’s commencement of the due diligence necessary to cure its material Default.
   3. Notwithstanding the foregoing, Procuring Agency may terminate this Agreement immediately upon its written notice sent to Contractor: (i) in the event Contractor becomes patently unable to deliver the Deliverables, as Procuring Agency may, in its sole and exclusive discretion, determine; (ii) if, during the term of this Agreement, Contractor is suspended or debarred by the State Purchasing Agent; or (iii) this Agreement is terminated pursuant to Article 5, above.
4. Liability. Except as otherwise expressly allowed or provided hereunder, Procuring Agency’s sole liability upon termination by either Party will be to compensate Contractor for Contractor’s Acceptable work performed prior to Contractor’s receipt or issuance of a written termination notice; provided, however, that a notice of termination issued by either Party will not nullify or otherwise affect either Party’s liability for pre-termination defaults hereunder. Contractor will submit a Payment Invoice to Procuring Agency for Contractor’s Acceptable work within thirty (30) days of receiving or issuing a notice of termination.

*THE PROVISIONS CONTAINED WITHIN THIS ARTICLE 6 ARE NOT EXCLUSIVE AND DO NOT ACT TO WAIVE PROCURING AGENCY’S OTHER LEGAL RIGHTS AND EQUITABLE REMEDIES ENGENDERED BY CONTRACTOR'S DEFAULT HEREUNDER.*

**ARTICLE 7 – TERMINATION MANAGEMENT**

A. Contractor’s Duties. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all of Procuring Agency’s other rights to receive Deliverables and other property hereunder, Contractor will:

1. Transfer, deliver, and/or make readily available to Procuring Agency every Deliverable, partially completed Deliverable, and any and all other property in which Procuring Agency has a financial interest, including but not limited to, any and all Procuring Agency Data and/or Procuring Agency Intellectual Property;

2. Not incur any further financial obligations for materials, services, or facilities hereunder absent Procuring Agency’s prior written approval;

3. Terminate all of Contractor’s purchase orders, procurements and subcontractors and will cease all work, except as Procuring Agency may direct, for the orderly completion of the Deliverables and the transition, if any, to a third party;

4. Take and effect all actions as Procuring Agency may direct, for the protection and preservation of the Deliverables, the Data, Procuring Agency’s Intellectual Property and all other all Procuring Agency property as well as any and all records pertaining to, related to and/or required hereunder;

5. Agree in writing that Procuring Agency is not liable for any costs arising out of the termination other than the costs related to the Deliverables Accepted by Procuring Agency prior to the termination;

6. Cooperate fully in the closeout or transition of Contractor’s activities to facilitate Procuring Agency’s administration continuity with respect to Procuring Agency’s ongoing projects and programs;

7. In the event this Agreement is terminated due to Contractor’s Default, lack of performance and/or negligence or willful misconduct, which result(s) in funding reduction(s) to Procuring Agency from any governmental or other source, Contractor will remit the full amount of the funding reduction(s) to Procuring Agency within thirty (30) days of the date of Procuring Agency’s request to Contractor for remittance of the funding reduction(s);

8. Should this Agreement terminate due to Contractor's Default, Contractor will reimburse Procuring Agency for all costs arising from retaining one or more third party(ies) at potentially higher rates as well as for all other direct and indirect costs incurred by Procuring Agency following Contractor’s Default up to the full amount of the total compensation stated in Article 3. B. above;

9. In the event this Agreement is terminated for any reason, or upon its expiration, Contractor will develop and submit for Procuring Agency’s Acceptance a turnover plan (“Turnover Plan”) at least ten (10) Business Days prior to the effective date of termination or expiration of this Agreement. Contractor’s Turnover Plan will state Contractor’s policies, procedures, and measures necessary to ensure: (1) the least disruption in the delivery of the Deliverables during Procuring Agency’s transition of the Project to a third party; and (2) Contractor’s cooperation with Procuring Agency and the third party with respect to Contractor’s orderly transfer of all partial or completed Deliverables to Procuring Agency and the third party.

Contractor’s Turnover Plan will consist of Contractor’s orderly and timely transfer or return to Procuring Agency of any and all documents, files, Procuring Agency Data, the Software, the Source code, all other related software, documentation, the system turnover plan, IP Procuring Agency IP, and other materials.

Upon receipt of Procuring Agency’s written request for such transfer or return, Contractor will, within five (5) Business Days, provide to Procuring Agency a copy of Contractor’s most recent versions of all pertinent documents, files, Procuring Agency’s Data, the Software, the Source Code, all other related software, documentation, the system turnover plan, IP Procuring Agency IP, and other materials, whether provided by Procuring Agency or created by Contractor hereunder.

B. Procuring Agency. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, Procuring Agency will:

1. Retain ownership of all Deliverables, Procuring Agency’s Intellectual Property, Contractor’s other work products hereunder, and all related documentation created by Contractor hereunder; and

2. Pay Contractor all amounts due for the Deliverables Accepted by Procuring Agency prior to the effective date of such termination or expiration.

**ARTICLE 8 – INDEMNIFICATION**

A. General. Contractor will defend, indemnify and hold harmless Procuring Agency, the State and their Employees free from all actions, proceedings, claims, demands, costs, damages, attorneys’ fees and all other liabilities and expenses of any kind from any source which may arise out of Contractor’s performance of this Agreement, which is caused by Contractor’s or Contractor’s Employees’ negligent act(s) or failure(s) to act, during the time when Contractor, and/or any of Contractor’s Employees, has delivered or is delivering the Deliverables hereunder. In the event that any action, suit or proceeding related to the Deliverables is brought against Contractor and/or any of Contractor’s Employees, Contractor will, as soon as practicable, but no later than two (2) Business Days after Contractor receives notice thereof, will notify, by certified mail, the legal counsel of Procuring Agency, the Risk Management Division of GSD, and DoIT.

B. The indemnification obligation hereunder will not be limited by the existence of any insurance policy or by any limitation concerning the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor and will survive the termination of this Agreement. Money due or to become due to Contractor hereunder may be retained by Procuring Agency, as necessary, to satisfy any outstanding claim that Procuring Agency may have against Contractor.

**ARTICLE 9 – INTELLECTUAL PROPERTY**

Ownership. Procuring Agency IP will solely belong and inure to Procuring Agency for Procuring Agency’s sole and exclusive use and benefit. Procuring Agency will own and control all right, title and interest to Procuring Agency IP on a worldwide basis. None of Contractor or Contractor’s Employees, subcontractor(s), affiliates, and assigns will utilize, copy, re-compile, re-engineer, reverse engineer, create derivative works, or otherwise utilize Procuring Agency IP for Contractor’s benefit or the benefit of any third party or for any purpose other than to fulfill Contractor’s obligations hereunder. Contractor will not disclose Procuring Agency IP to any entity or person outside of Procuring Agency absent Procuring Agency’s prior written permission.

Contractor will notify Procuring Agency, within ten (10) Business Days, of any IP created hereunder by Contractor, Contractor’s Employees or Contractor’s subcontractor(s), all of which IP will be considered Work for Hire and a part of Agency IP. Contractor, on behalf of itself and its Employees and subcontractor(s), will execute or will cause to have executed any and all written assignments and other document(s) necessary to ensure that ownership of such IP vests solely in Procuring Agency. Contractor will take no affirmative action(s) that might have the effect of vesting all or any portion of Procuring Agency IP in any person or entity other than Procuring Agency.

In the event, by judgment of a court of competent jurisdiction, Procuring Agency IP is deemed not to have been created or owned by Procuring Agency, Contractor will grant to Procuring Agency and the State, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify all or any portion of the disputed IP for Procuring Agency’s and/or the State’s continued use. Procuring Agency, together with DoIT, may extend to Contractor the privilege of utilizing all or any portion(s) of Procuring Agency IP through one or more intellectual property use license agreements that may be created separate and apart from this Agreement.

In the event Procuring Agency grants Contractor the right to own and/or use any Procuring Agency IP, Contractor hereby acknowledges and grants to Procuring Agency and the State, a perpetual, non-exclusive, royalty free license to reproduce, publish, sell, trade, transfer, transmit, use, copy and modify any and all Procuring Agency IP.

**ARTICLE 10 – INTELLECTUAL PROPERTY LICENSE AND INDEMNIFICATION**

1. Intellectual Property License. For the purpose of this Agreement, Contractor hereby grants Procuring Agency a full, complete and non-transferable right and license to utilize any and all of Contractor’s Related Pre-Owned IP for so long as Procuring Agency utilizes the Software, Source Code and other Deliverables. Contractor does not grant Procuring Agency any right or license to utilize Contractor’s Unrelated Pre-Owned IP. If Contractor expects that any of Contractor’s Pre-Owned IP will be used by Contractor to fulfill the scope of work under this Agreement, it is Contractor’s responsibility to make the Procuring Agency aware of such Pre-Owned IP in order to eliminate questions of ownership of such IP. If Contractor does use Pre-Owned IP to fulfill the scope of work under this Agreement and identifies such, Contractor, at Procuring Agency’s request, hereby grants Procuring Agency a permanent, full, complete, non-sublicensable, and non-transferable right and license to utilize any and all such IP.
2. Intellectual Property Indemnification. At Contractor’s sole expense, Contractor will defend Procuring Agency, the State and/or any other State entity against any claim brought or made by a third party alleging that any product, Service or Deliverable that Contractor provides hereunder infringes the third party’s Intellectual Property (an “Infringement Claim”). Contractor will pay all costs, damages and attorney’s fees and monetary damages that may be awarded as a result of such Infringement Claim(s) in addition to the amount of the judgment award(s). To qualify to receive Contractor’s defense cost(s) and/or other payment(s) related to any Infringement Claim(s), Procuring Agency will:

1. Give Contractor written notice, within forty-eight (48) hours of Procuring Agency’s receipt of an Infringement Claim;

2. Work with Contractor to control the defense and settlement of the Infringement Claim(s); and

3. Cooperate with Contractor, in a reasonable manner, to facilitate Contractor’s defense or settlement of the Infringement Claim(s).

C. Procuring Agency’s Rights. In the event any product, Service or Deliverable that Contractor provides to Procuring Agency hereunder becomes, or in Contractor’s opinion is likely to become, the subject of an Infringement Claim, Contractor will, at its sole cost and expense:

1. Provide Procuring Agency the right to continue using the product, Service or Deliverable and fully indemnify Procuring Agency against any and all third Infringement Claim(s) that may arise from Procuring Agency’s use of the product, Service or Deliverable;

2. Replace or modify the product, Service or Deliverable so that such product, Service or Deliverable becomes non-infringing; or

3. Accept the return of the product, Service or Deliverable and refund an amount equal to the value of the returned product, Service or Deliverable, less the unpaid portion of the purchase price and any other amounts, which Procuring Agency owes to Contractor. Contractor’s obligation will be void with respect to any product, Service or Deliverable modified by Procuring Agency to the extent the modification is the direct cause of the Infringement Claim.

**ARTICLE 11 - WARRANTIES**

A. General. Contractor hereby expressly warrants the Deliverable(s) will be correct in all aspects according to the specifications stated in the SOW and all generally accepted industry standards (the combination of which comprise the “Applicable Specifications”). Contractor’s warranty includes, but is not limited to, Contractor’s making correction(s) of defective Deliverable(s) and revision(s) of those defective Deliverables, as necessary, including Contractor’s repair of deficiencies in the Deliverables that are discovered during testing, implementation, or post-implementation phases.

B. Software. Not Applicable. The Parties agree there is no Software.

**ARTICLE 12 – CONTRACTOR PERSONNEL**

1. Key Personnel. Contractor’s key personnel (“Key Personnel”) will not be diverted from this Agreement absent Procuring Agency’s prior written approval. Key Personnel are those individuals Procuring Agency considers to be mandatory to the work to be performed hereunder. Contractor’s Key Personnel hereunder will be:

[**Insert Contractor and/or Subcontractor Key Personnel Name(s). Per HSD OGC, at a minimum, insert contractor manager as point of contact.**]

1. Personnel Changes. In the event Contractor replaces any of its personnel, Contractor will make such replacement(s), with Contractor’s other personnel of equal or superior ability, experience, and qualifications. Contractor’s personnel replacements must be pre-approved in writing by Procuring Agency’s Project Manager. For all of Contractor’s personnel, Procuring Agency reserves the right to require submission of their resumes prior to receiving Procuring Agency’s approval.

In the event Contractor reduces the number of its personnel assigned to the Project for any reason, Contractor will, within ten (10) Business Days of its personnel reduction, replace those persons with the same or a greater number of persons with equal or superior ability, experience, and qualifications, subject to Procuring Agency’s prior written approval. Procuring Agency, in its sole and exclusive determination, may extend the time Contractor is allowed beyond the required ten (10) Business Day period concerning Contractor’s replacement of its personnel. Contractor will include status reports to Procuring Agency concerning Contractor’s personnel replacement efforts as well as the impact upon the progress of the Project due to the absence of Contractor’s personnel. In addition, Contractor will make interim arrangements to assure that the progress of the Project remains unimpeded by the loss of any of Contractor’s personnel. Procuring Agency reserves the right to require a change in Contractor’s personnel in the event Contractor’s personnel are not, in Procuring Agency’s sole and exclusive determination, meeting Procuring Agency’s standards and/or expectations.

Per 45 CFR 75.308(c)(1), changes in key personnel listed in Office of Child Support Enforcement applications or federal awards must obtain approval from the Office of Child Support Enforcement.

**ARTICLE 13 – INDEPENDENT CONTRACTOR STATUS**

A. Independent Contractor. For the purposes of this Agreement, Contractor and Contractor’s Employees are independent Contractors who produce and deliver the Deliverables to Procuring Agency. Contractor’s Employees are neither employees nor agents of the State (“State Employees”). None of Contractor and Contractor’s Employees will accrue State benefits, including but not limited to, leave, retirement, insurance, bonding, use of state vehicles, or any other benefits that may be afforded to State Employees as a result of Contractor’s entering this Agreement. Contractor acknowledges and agrees that all sums received hereunder are either reportable as a separate business entity or are, in the event Contractor operates as a sole proprietorship, personally reportable by Contractor for income and GRT tax purposes as self-employment or business income and are reportable for self-employment tax.

B. Subject of Proceedings. Contractor warrants that neither Contractor nor any of Contractor’s Employees are presently subject to any litigation or administrative proceeding before any court or administrative body which could adversely affect Contractor’s ability to perform hereunder; nor, to the best of Contractor’s knowledge, information, or belief, is any such litigation or proceeding presently threatened against Contractor or any of Contractor’s Employees. In the event any such proceeding is initiated or threatened during the term of this Agreement, Contractor will immediately disclose such initiation or threat to Procuring Agency.

**ARTICLE 14 - CHANGE MANAGEMENT**

Change Request Process. In the event circumstances warrant Contractor making a Change to accomplish the SOW, Contractor will submit a Change Request to Procuring Agency. Each Change Request must meet the following criteria:

1. The Project Manager will draft a written Change Request for the ELR’s review and approval, including:

(a) the name of the person requesting the Change;

(b) a summary of the requested Change;

(c) the start date for the requested Change;

(d) the reason and necessity for the requested Change;

(e) the elements in the Deliverable(s) and/or the SOW that must be altered in order for Contractor to produce and deliver the Change; and

(f) the impact of the Change upon the Project.

2. The ELR will provide a written decision concerning each Change Request to Contractor within ten (10) Business Days of the ELR’s receipt of each Change Request. All decisions made by the ELR concerning a Change Request will be deemed final. Each Change Request, once approved by the ELR, will be integrated into the SOW through an Amendment executed by the Parties if required by Article 25, Section 2.

**ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION**

A. In the event IV&V Professional Services are used for the Project associated with this Agreement, Contractor will fully comply and cooperate with the IV&V vendor. Contractor’s cooperation includes, but is not limited to:

1. Providing the Project documentation;

2. Allowing the IV&V vendor to attend Project related meetings; and

3. Supplying the IV&V vendor with any/all other information and/or material(s) as may be directed by the Project Manager.

**ARTICLE 16 – DEFAULT**

In case of Contactor’s Default, for any reason whatsoever, Procuring Agency and/or the State may procure the Deliverables from another source and hold Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, and special damages. Procuring Agency and/or the State may also seek all other available remedies against Contractor hereunder or which may be otherwise available under law or equity.

**ARTICLE 17 – EQUITABLE REMEDIES**

Contractor acknowledges that its failure to comply with any provision hereunder may cause Procuring Agency irrevocable harm and that a remedy at law for such a failure would constitute an inadequate remedy for Procuring Agency. Contractor consents to Procuring Agency’s obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency’s right to obtain equitable relief pursuant to this Agreement will be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

**ARTICLE 18 - LIABILITY**

Contractor will be liable for damages arising out of injury to persons and/or damage to real, tangible, or intangible property at any time, in any way, if and to the extent that the injury or damage was caused by or due to Contractor’s fault or negligence or to a defect in Contractor’s production or delivery of any Deliverable hereunder, whether Contractor produces or delivers the Deliverable in whole or part. Contractor will not be liable for damages arising out of, or caused by, alterations made by Procuring Agency to any equipment or its installation or for losses caused by Procuring Agency’s fault or negligence. In the event Contractor’s negligent or omitted production or delivery of any Deliverable results in a defect which is the direct or indirect cause of injury to any third party and/or employee of Procuring Agency or the State, nothing hereunder will act to limit Contractor’s, or Contractor’s Employees’ liability to such third party and/or employee, or will act to limit any remedy that may exist under law or equity with respect to Contractor’s and/or Contractor’s Employees’ negligent act or omission.

**ARTICLE 19 – ASSIGNMENT**

Contractor will not assign or transfer any of Contractor’s interests, rights, responsibilities, duties, obligations and/or liabilities hereunder or assign any of Contractor’s claims for money due or that might become due hereunder absent Procuring Agency’s prior written approval.

**ARTICLE 20 – SUBCONTRACTING**

A. General Provision. Contractor will not subcontract or assign any portion of this Agreement or the SOW to any subcontractor absent Procuring Agency’s prior written approval. No such subcontracting or assignment will relieve Contractor of its direct and indirect responsibilities, duties, obligations and/or liabilities hereunder, nor will any such subcontracting trigger or obligate Procuring Agency to make a payment, either directly or indirectly, to any subcontractor.

B. Responsibility for Subcontractors to Maintain Confidentiality. Contractor will not disclose any of Procuring Agency’s or State’s Confidential Information to a subcontractor absent Procuring Agency’s prior written consent. Each subcontractor will agree in a written form pre-approved by Procuring Agency to protect and keep confidential any and all Confidential Information in the same manner required of Contractor stated in Article 22, below.

**ARTICLE 21 – RELEASE**

Contractor’s Acceptance of Procuring Agency’s final payment made hereunder will operate as Contractor’s full release of Procuring Agency, the State, and their officers, employees, and agents from any and all liabilities, claims and obligations whatsoever arising hereunder.

**ARTICLE 22 – CONFIDENTIALITY**

Contractor will protect and keep confidential any and all Confidential Information that Procuring Agency provides to Contractor as well as any and all Confidential Information that Contractor develops based upon information provided by Procuring Agency during Contractor’s performance hereunder. Contractor will not make available or provide Confidential Information to any third party absent Procuring Agency’s prior written approval. Upon termination of this Agreement, Contractor will: (a) deliver all Confidential Information in its possession to Procuring Agency within thirty (30) Business Days of the termination, and (b) Contractor will protect and will not make available or provide Confidential Information to any third party absent Procuring Agency’s prior written approval for a period of five (5) years commencing on the termination or expiration date. Contractor acknowledges that Contractor’s failure: (a) to deliver such Confidential Information to Procuring Agency, or (b) to protect and keep Confidential Information secret may result in Procuring Agency’s seeking to obtain direct, special and/or incidental damages from Contractor.

**ARTICLE 23 –CONFLICT OF INTEREST**

Contractor warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor’s delivery of the Deliverables required hereunder. Contractor certifies that it has followed the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee.

This Contract shall be construed in accordance with and is subject to 45 CFR §75.112; §75.328(a); 75.328(b)&(c)(1)&(2), as applicable.

**ARTICLE 24 - RECORDS AND AUDIT**

Contractor will maintain detailed time and expenditure records, which indicate the date, time, nature, and cost of the Deliverables rendered during this Agreement’s term and will retain those records for a period of three (3) years from the date of Procuring Agency’s final payment to Contractor hereunder. Contractor’s records will be subject to inspection by Procuring Agency, DoIT’s CIO, NMSPA, GSD, Department of Finance Authority, and the New Mexico State Auditor’s Office. Procuring Agency will have the right to audit Contractor’s billings prior and subsequent to each of Procuring Agency’s payments made to Contractor. Procuring Agency’s payment for the Deliverables hereunder will not foreclose Procuring Agency’s right to recover Procuring Agency’s payments made to Contractor or its affiliates against Contractor’s excessive or illegal Payment Invoices, if any.

**ARTICLE 25 - AMENDMENT**

This Agreement will not be altered, changed, or amended except by an instrument in writing executed by the Parties. No amendment will be effective or binding unless approved by all of the State’s and Contractor’s approval authorities. Amendments are required for the following:

1. Deliverable requirements stated in the SOW;

2. Due Date of any Deliverable stated in the SOW only if due date change requires extension of Article 5 termination date;

3. Compensation for any Deliverable stated in the SOW;

4. Agreement Compensation, pursuant to Article 3; or

5. Agreement termination, pursuant to Article 5.

**ARTICLE 26 – NEW MEXICO EMPLOYEES HEALTH COVERAGE**

A. In the event Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period on the Project during the term of this Agreement, Contractor certifies, by signing this Agreement, to have in place, and agree to maintain for the term of this Agreement, health insurance for those employees and offer that health insurance to those employees in the event the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Contractor will maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. Contractor’s records are subject to review and audit by a representative of the State.

C. Contractor will advise Contractor’s Employees concerning the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: https://www.bewellnm.com.

D. For Indefinite Quantity, Indefinite Delivery contracts (statewide or agency price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against them); Contractor agrees those requirements will become applicable on the first day of the second month after Contractor reports its combined sales (to the State and, if applicable, to local public bodies in the event those sales are made pursuant to a statewide or agency price agreement) in the aggregated amount of $250,000 or more.

**ARTICLE 27 – SEVERABILITY, MERGER, SCOPE, ORDER OF PRECEDENCE**

A. Severability. The provisions of this Agreement are severable, and in the event for any reason, a clause, sentence, or paragraph of this Agreement is determined to be invalid by a court, agency or commission having jurisdiction over the subject matter hereof, such invalidity will not affect the other provisions of this Agreement, which will be given effect absent the invalid provision.

1. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees will be valid or enforceable unless stated in this Agreement.

**ARTICLE 28 – NOTICES**

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement will be in writing and will be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or by email addressed to the other Party’s Representative.

Notices will be addressed as follows:

**For PROCURING AGENCY**

[Insert: Name of Individual, Position

Human Services Department/ITD

1301 Siler Rd. Suite B/C

Santa Fe, NM 87505

**For CONTRACTOR**

[Insert Name of Individual, Position

Company Name

E-mail Address

Telephone Number

Mailing Address]

Any change made concerning either a change of address or a replacement of a Party’s Representative must be made in an email or a hard copy letter addressed to the other Party’s Representative.

**ARTICLE 29 – GENERAL PROVISIONS**

1. Contractor will abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State, including but not limited to:
   1. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.
   2. Equal Opportunity Compliance. Contractor will abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State, pertaining to equal employment opportunity. In accordance with all such laws of the State, Contractor will assure that no person in the United States will, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed hereunder. In the event Contractor is found to be out of compliance with these requirements during the life of this Agreement, Contractor will take appropriate measures to correct its deficiencies.
   3. Workers Compensation. Contractor will comply with state laws and rules applicable to workers compensation benefits for its employees. In the event Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by Procuring Agency.
2. Applicable Law. The laws of the State will govern this Agreement. Venue will be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By executing this Agreement, Contractor acknowledges and will submit to the jurisdiction of the courts of the State over any and all such lawsuits arising hereunder.
3. Waiver. A Party's failure to require strict performance of any provision of this Agreement will not waive or diminish that Party's right thereafter to demand strict compliance with that or any other provision. No waiver by a Party of any of its rights hereunder will be effective unless made in writing, and no effective waiver by a Party of any of its rights will be effective to waive any of its other rights, duties, or obligations hereunder.
4. Headings. Any and all headings within this Agreement are inserted for convenience and ease of reference and will not be considered in the construction or interpretation of any article, section, or provision of this Agreement or the SOW. Numbered or lettered provisions, sections and subsections contained herein refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.
5. Dispute Resolution. In the event dispute arises between the Parties, either Party may send a letter to the other Party requesting the other Party to enter into a dispute resolution process, such as mediation or arbitration, in accordance with NMSA 1978 12-8A-1 through 12-8A-3.
6. This contract shall be construed in accordance with and is subject to the laws and rules of the State of New Mexico, as well as the Federal Government, as mandated by 45 CFR 75.326, 45 CFR 75.302, 45 CFR 75.303, and 45 CFR 75.327(a).”

**ARTICLE 30 - SURVIVAL**

The Articles titled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties will survive the expiration or termination of this Agreement. Software License and Software Escrow agreements entered into by the Parties in conjunction with this Agreement will survive the expiration or termination of this Agreement.

**ARTICLE 31 - TIME**

Calculation of Time. Any time period herein calculated by reference to a “day” or “days” means a calendar day or calendar days, unless Business Days are used; provided, however, that in the event the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State, the day for such given act will be the first day following that is not a Saturday, Sunday, or a State observed holiday.

**ARTICLE 32 – FORCE MAJEURE**

Neither Party will be liable for damages or have any right to terminate this Agreement for any delay or Default in performing hereunder in the event such delay or Default is caused by conditions beyond the Party’s control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), war, insurrection and/or any other cause beyond the reasonable control of the Party whose performance is affected thereby.

**ARTICLE 33 - DEBARMENT AND SUSPENSION**

* 1. Consistent with all applicable federal and/or state laws and regulations, as applicable, and as a separate and independent requirement of this Agreement the Contractor certifies by signing this Agreement, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph A; (4) have not, within a three-year period preceding the effective date of this Agreement, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.
  2. The Contractor’s certification in Paragraph A, above, is a material representation of fact upon which the PROCURING AGENCY relied when this Agreement was entered into by the parties. The Contractor’s certification in Paragraph A, above, shall be a continuing term or condition of this Agreement. As such at all times during the performance of this Agreement, the Contractor must be capable of making the certification required in Paragraph A, above, as if on the date of making such new certification the Contractor was then executing this Agreement for the first time. Accordingly, the following requirements shall be read so as to apply to the original certification of the Contractor in Paragraph A, above, or to any new certification the Contractor is required to be capable of making as stated in the preceding sentence:

1. The Contractor shall provide immediate written notice to the PROCURING AGENCY’s Contract Manager if, at any time during the term of this Agreement, the Contractor learns that its certification in Paragraph A, above, was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances.

2. If it is later determined that the Contractor’s certification in Paragraph A, above, was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency, the Procuring Agency may terminate the Agreement.

* 1. As required by statute, regulation or requirement of this Agreement, and as contained in Paragraph A, above, the Contractor shall require each proposed first-tier subcontractor whose subcontract will equal or exceed $25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor shall make such disclosures available to the Procuring Agency when it requests subcontractor approval from the Procuring Agency. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, state, or local department or agency, the Procuring Agency may refuse to approve the use of the subcontractor.

**ARTICLE 34 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS**

* 1. The applicable definitions and exceptions to prohibited conduct and disclosures contained in 31 U.S.C. § 1352 and 45 C.F.R. Part 93, as applicable, are hereby incorporated by reference in subparagraph (B) of this certification.
  2. The Contractor, by executing this Professional Services Contract (PSC), certifies to the best of its knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the contractor shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer.

* 1. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
  2. This certification is a material representation of fact upon which reliance is placed when this Agreement is made and entered into. Submission of this certification is a prerequisite for making and entering into this Agreement imposed under 31 U.S.C. § 1352. It shall be a material obligation of the Contractor to keep this certification current as to any and all individuals or activities of anyone associated with the Contractor during the pendency of this Agreement. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to: (1) a civil penalty of not less than $10,000 and not more than $100,000 for such failure; and/or (2) at the discretion of the Procuring Agency, termination of the Agreement.

**ARTICLE 35 - NON–DISCRIMINATION**

* 1. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; and the Americans With Disabilities Act of 1990, Public Law 101-336; in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex, or marital status.
  2. This provision shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
  3. The Contractor agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation or be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor. The Contractor further agrees to insert similar provisions in all subcontracts for services allowed under this Agreement under any program or activity.
  4. The Contractor agrees to provide meaningful access to services for individuals with Limited English Proficiency (LEP) in accordance with Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency.”

**ARTICLE 36 – DRUG FREE WORKPLACE**

1. Definitions*.* As used in this paragraph—
2. “Controlled substance” means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act, 21 U.S.C. § 812, and as further defined in regulation at 21 CFR §§ 1308.11 - 1308.15.
3. “Conviction” means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
4. “Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.
5. “Drug-free workplace” means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
6. “Employee” means an employee of a Contractor directly engaged in the performance of work under a Government contract. “Directly engaged” is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.
7. “Individual” means a contractor that has no more than one employee including the contractor.
8. The Contractor, if other than an individual, shall:
9. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
10. Establish an ongoing drug-free awareness program to inform such employees about:
    1. The dangers of drug abuse in the workplace;
    2. The Contractor’s policy of maintaining a drug-free workplace:
    3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
11. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph B. (1);
12. Notify such employees in writing in the statement required by subparagraph B. (1) of this clause that, as a condition of continued employment on this Agreement, the employee will:
    1. Abide by the terms of the statement; and
    2. Notify the employer in writing of the employee’s conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
13. Notify Procuring Agency in writing within 10 days after receiving notice under B. (4)(b) of this paragraph, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
14. Within 30 days after receiving notice under B.(4)(b) of this paragraph of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
    1. Taking appropriate personnel action against such employee, up to and including termination; or
    2. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
15. Make a good faith effort to maintain a drug-free workplace through implementation of B. (1) through B. (6) of this paragraph.
16. The Contractor, if an individual, agrees by entering into this Agreement not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
17. In addition to other remedies available to the Procuring Agency, the Contractor’s failure to comply with the requirements of subparagraph B or C of this paragraph will render the Contractor in default of this Agreement and subject the Contractor to suspension of payments under the Agreement and/or termination of the Agreement in accordance with paragraph 4, above.

**ARTICLE 37 - FINDINGS AND SANCTIONS**

* 1. The Contractor agrees to be subject to the findings, sanctions and disallowances assessed or required as a result of audits pursuant to this agreement.
  2. The Contractor will make repayment of any funds expended by the Procuring Agency, subject to which an auditor acting pursuant to this Agreement finds were expended, or to which appropriate federal funding agencies take exception and request reimbursement through a disallowance or deferral based upon the acts or omissions of the Contractor that violate applicable federal statues and/or regulations.
  3. If the Procuring Agency becomes aware of circumstances that might jeopardize continued federal funding, the situation shall be reviewed and reconciled by a mutually agreed upon panel of Contractor and the Procuring Agency officials. If reconciliation is not possible, both parties shall present their view to the Director of the Administrative Services Division who shall determine whether continued payment shall be made.

**ARTICLE 38 – PERFORMANCE**

In performance of this Agreement, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees and/or Business Associates, as applicable, with the following requirements:

* 1. All work will be performed under the supervision of the Contractor or the Contractor's employees.
  2. The Contractor and the Contractor’s employees with access to or who use Federal Tax Return Information (FTI) must meet the background check requirements defined in IRS Publication 1075.
  3. The Contractor agrees that, if Federal Tax Information (FTI) is introduced into Contractor’s information systems, work documents, and /or other media by written agreement, any FTI as described in 26 U.S.C. § 6103, limited to FTI received from, or created on behalf of Procuring Agency by Contractor; Protected Health Information (PHI) as defined in 45 C.F.R. § 160.103, limited to PHI received from or created on behalf of Procuring Agency by Contractor; or Personally Identifiable Information (PII) as defined by the National Institute of Standards of Technology, limited to PII received from or created on behalf of Procuring Agency by Contractor pursuant to the Services; collectively referred to hereafter as Confidential Information made available to Contractor shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and will not be divulged or made known in any manner to any person or entity except as may be necessary in the performance of this contract. Inspection by, or disclosure to, any person or entity other than an officer, employee, or Business Associate is prohibited.
  4. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection by the Contractor as required for the source material.
  5. The Contractor certifies that the data processed during the performance of this Agreement will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed.  If immediate purging of all electronic data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosure
  6. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the Procuring Agency or his or her designee.  When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the Procuring Agency, or his or her designee, with a statement containing the date of destruction, description of material destroyed, and the method used.
  7. All computer systems processing, storing, or transmitting Confidential Information including FTI must meet the requirements defined in IRS Publication 1075, HIPAA Privacy Rule (45CFR Part 160 and Subparts A and E of Part 164), HIPAA Security Rule (45C.F.R. Part 160 and Subparts A and C of Part 164); and/or any other federal requirements that may apply to this contract.  To meet functional and assurance requirements, the security features of the environment must provide security across relevant managerial, operational, and technical controls.  All security features must be available and activated to protect against unauthorized use of and access to Confidential Information including FTI.
  8. No work involving Confidential Information including FTI furnished under this Agreement will be subcontracted without prior written approval of the IRS and Procuring Agency.
  9. The Contractor will maintain a list of employees with authorized access to Confidential Information including FTI. Such list will be provided to the Procuring Agency and, upon request, to the IRS reviewing office.
  10. The Procuring Agency will have the right to void the Agreement if the Contractor fails to provide the safeguards described above.
  11. All incidents affecting the compliance, operation, or security of the Procuring Agency’s Confidential Information including FTI must be reported to the Procuring Agency. The Contractor shall notify the Procuring Agency of any instances of security or privacy breach issues or non-compliance promptly upon their discovery, but no later than a period of 24 hours (as stated above). Notification shall include a description of the privacy and security non-compliance issue and corrective action planned and/or taken.
  12. The Contractor must provide the Procuring Agency with a summary of a corrective action plan (if any) to provide any necessary safeguards to protect PII from security breaches or non-compliance discoveries. The corrective action plan must contain a long-term solution to possible future privacy and security threats to Personally Identifiable Information (PII). In addition to the corrective action, the Contractor must provide updates as to the progress of all corrective measures taken until the issue is resolved. The Contractor shall be responsible for all costs of implementing the corrective action plan.
  13. The Procuring Agency will have the right to seek remedies consistent with the liability terms of this Agreement and/or terminate the Agreement if the Contractor and/or Business Associate fails to provide the safeguards or to meet the security and privacy requirements to safeguard FTI, PHI, and PII as described above, consistent with the liability and/or termination clauses herein.
  14. All client files and patient records created or used to provide services under this Agreement, as between the parties, are at all times property of Procuring Agency. Upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI in its possession, and shall retain no copies of the PHI. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to the Department notification of the conditions that make return or destruction of PHI not feasible. Upon consideration and mutual agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate shall agree, and require that its agents, affiliates, subsidiaries and subcontractors agree to the extension of all protections, limitations, and restrictions required of Business Associate hereunder.
  15. Procuring Agency Personally Identifiable Information (PII) cannot be accessed by Procuring Agency employees, agents, representatives, or contractors located offshore, outside of the United States territories, embassies, or military installations. Further, Procuring Agency PII may not be received, processed, stored, transmitted, or disposed of by information technology (IT) systems located offshore.

**ARTICLE 39 - CRIMINAL/CIVIL SANCTIONS**

A. It is incumbent upon Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C.552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C.552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to Procuring Agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully disclose the material in any manner to any person not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

B. Contractor agrees that granting access to PHI and PII must be preceded by certifying that each individual understands the Procuring Agency’s applicable security policy and procedures for safeguarding PHI and PII. Contractors must maintain their authorization to access PHI and PII through annual recertification. The initial certification and recertification must be documented and placed in the agency’s files for review.

**ARTICLE 40 – INSPECTION**

The Procuring Agency shall have the right to send its inspectors into the offices and/or plants of the Contractor to inspect the facilities and operations provided for the performance of any work related to this Agreement. On the basis of such inspection specific measures may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

The Contractor shall grant access to affiliated federal agencies supporting this Contract consistent with 45 CFR 95.615.

**ARTICLE 41 - CONTRACTOR’S RESPONSIBILITY FOR COMPLIANCE WITH LAWS AND REGULATIONS**

A. The Contractor is responsible for compliance with applicable laws, regulations, and administrative rules that govern the Contractor’s performance of the Scope of Work of this Agreement and Exhibit A, including but not limited to, applicable State and Federal tax laws, State and Federal employment laws, State and Federal regulatory requirements and licensing provisions.

B. The Contractor is responsible for causing each of its employees, agents or subcontractors who provide services under this Agreement to be properly licensed, certified, and/or have proper permits to perform any activity related to the Scope of Work of this Agreement and Exhibit A.

C. If the Contractor’s performance of its obligations under the terms of this agreement qualifies it as a Business Associate of the Procuring Agency as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, the Contractor agrees to execute the Procuring Agency Business Associate Agreement (BAA), attached hereto as Exhibit B, and incorporated herein by this reference, and comply with the terms of the BAA and subsequent updates.

**ARTICLE 42 - CONTRACTOR’S RESPONSIBILITY FOR COMPLIANCE WITH LAWS AND REGULATIONS RELATING TO INFORMATION TECHNOLOGY**

The Contractor agrees to monitor and control all its employees, subcontractors, consultants, or agents performing the Services under this PSC in order to assure compliance with the following regulations and standards as far as they apply to Contractor’s processing or storage of Procuring Agency’s Confidential Information or other data:

* 1. The Federal Information Security Management Act of 2002 (FISMA);
  2. The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
  3. The Health Information Technology for Technology for Economic and Clinical Health Act (HITECH Act);
  4. IRS Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies to include any Service Level Agreement requirements;
  5. Electronic Information Exchange Security Requirements, Guidelines, And Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration; and
  6. NMAC 1.12.20, *et seq*. “INFORMATION SECURITY OPERATION MANAGEMENT”
  7. CMS Minimum Acceptable Risk Standards for Exchanges (MARS-E), v. 2.2, 9/16/21

**ARTICLE 43 ENFORCEMENT**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**ARTICLE 44 AUTHORITY**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

**ARTICLE 45 MEDIA**

Contractor shall not release or distribute, via news media, social media, or any other consumable media source, any Agreement-related information, including but not limited to, information regarding Contractor’s work under the terms of the Agreement, or the status of the work under the Agreement, without the prior express consent of Procuring Agency. The Contractor’s request to release any Agreement information shall contain a copy of the specific information the Contractor is seeking approval to release and a description of the intended form of release. This provision shall survive the term of this Agreement.

**ARTICLE 46 CLEAN AIR CLEAN WATER ACT**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will report violations to the Procuring Agency and the Regional Office of the Environmental Protection Agency (EPA).

**ARTICLE 47 FEDERAL LICENSE**

In compliance with federal funding provisions supporting this contract, the following conditions, as applicable, will apply to both Procuring Agency procurement of, or subscription to, Contractor’s software.

A. General. The Procuring Agency will have all ownership rights or copyright options in software, or modifications thereof, and associated documentation which is designed, developed, or installed with federal financial participation.

B. Federal License. The Contractor shall deliver to the affiliated federal department supporting this contract a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for federal government purposes, such software, modifications, and documentation.

C. Proprietary Software. The Contractor shall not be subject to the federal license or federal ownership provisions for proprietary operating/vendor software packages which are provided at established catalog or market prices and sold or leased to the general public.

D. Software as a Service. For Software as a Service which provides the Procuring Agency a subscription to Contractor’s proprietary applications or services, the Contractor shall provide the Procuring Agency change or configuration documentation related to Procuring Agency and/or federal compliance directives, policies, operation requirements, and/or statutory or regulatory requirements. Software as a Service is not subject to the federal license or federal ownership provisions as stated above.

E. Data. The Procuring Agency and the federal government shall have the right to obtain, reproduce, publish, or otherwise use the data produced under this contract and authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which will be deemed to be a true and original signature hereunder.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

David R. Scrase, MD, HSD, Cabinet Secretary

//$agency-cab-sec

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[NAME] [Title] [Organization]

//$contractor

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sean Pearson, HSD, Chief Information Officer

//$agency-cio

Approved for legal sufficiency:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Paul Ritzma, HSD, General Counsel

//$agency-gc

Approved for financial sufficiency:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Carolee Graham, HSD, Acting Chief Financial Officer

//$agency-cfo

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes:

**BTI Number: XX-XXX-XXXXXX**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Taxation & Revenue Department

//$trd

*Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.*

Approved for compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Peter Mantos, Acting Cabinet Secretary and State Chief Information Officer Department of Information Technology

This Agreement has been approved by the General Services Department, State Purchasing Division:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A**

**Scope of Work**

# Purpose:

The purpose of this Agreement is to procure a solution from Contractor to design, implement, maintain, and operate the Data Services (DS) module of the New Mexico (NM) Medicaid Management Information System Replacement (MMISR) solution.

The Contractor will be responsible for planning, managing, designing, implementing, maintaining, operating, and continually improving the deployment methodology, analytical platform and tools required to support the Enterprise and Health and Human Services (HHS) 2020's current and future Business Intelligence (BI) and analytics needs. The Contractor's solution(s) must secure, consolidate, and manage data provided through the infrastructure and integration tools of the System Integrator (SI) module Contractor. The Contractor shall deliver an Enterprise Data Warehouse and a Business Analytics Solution for the state. The Contractor must meet all requirements for Center for Medicare and Medicaid Services (CMS) certification, Procuring Agency requirements, and standards established by the SI Contractor and Procuring Agency for all Enterprise data types within its purview.

**Certified Project Name:** Medicaid Management Information System Replacement Project

Performance Measures:  
  
The Procuring Agency will monitor the following Performance Measures, per this agreement:

1. The Contractor shall coordinate its project or program management functions in alignment with the Procuring Agency project controls.
2. The Contractor shall develop training and operations documentation, in accordance with the MMISR EPMO Enterprise Project Life Cycle (EPLC) requirements, for all Data Services components.
3. The Contractor shall, on an ongoing basis, maintain and demonstrate a proactive approach to security and operational requirements required by federal or state regulations.
4. The Contractor shall maintain general staff resources (including staff, training, onboarding, and ongoing competence as defined by Procuring Agency) required to meet the Procuring Agency’s requirements to maintain the Data Services’ affiliated services and ensure adequate knowledge and expertise of the Streamlined Modular Certification (SMC) guidance to ensure a successful CMS certification.
5. The Contractor shall maintain a consistent level of project knowledge and expertise across all Contractor resources by ensuring prompt and comprehensive knowledge transfer from offboarding resources.
6. The Contractor shall provide all the support necessary to operate and maintain its business services over the contract life, including creating and maintaining required documentation.
7. The Contractor shall collaborate with the Human Services Department (HSD) and all required entities and partners through the CMS Medicaid Management Information System (MMIS) certification process.
8. The Contractor shall maintain proper quality control and continuous process improvement throughout the contract period. The Contractor shall provide accurate measures in all reports.
9. The Contractor shall monitor and assess performance, identify potential quality issues, and collaborate with Procuring Agency to correct all quality issues within agreed time frame in compliance with the data quality and access standards set forth by the Data Governance Council.
10. The Contractor shall adhere to service level agreements (SLA) as set forth in Appendix B: Assessment of Liquidated Damages.
11. The Contractor shall adhere to the standards and protocols adopted by the Health and Human Services (HHS) Secretary under section 1104 and section 1561 of the Affordable Care Act (ACA).
12. The Contractor shall use a modular approach that is design-independent and complies with the Centers for Medicare & Medicaid Services (CMS) Medicaid Information Technology Architecture (MITA) Framework 3.0 and Seven Standards and Conditions, which supports New Mexico’s goal of operating Medicaid functions at a MITA maturity level four (4) in all business and technical areas, as outlined in the MITA State Self-Assessment. The Procuring Agency expects the Contractor to achieve automation to the fullest extent, comply with established industry standards; and make improvements in timeliness, accuracy and customer satisfaction, and the development and implementation of regional/interstate standards and interfaces.
13. The Contractor shall ensure adherence to the Streamlined Modular Certification (SMC) requirements as agreed to with the Procuring Agency and the CMS Seven Conditions and Standards (SCS) as shown in the HSD [procurement library](https://webapp.hsd.state.nm.us/Procurement/).

Activities:

1. Coordinate its activities and resources with the Procuring Agency to present service or performance reports and updates to stakeholders, legislative committees, or other Procuring Agency information commitments.
2. Participate with Procuring Agency, and other affiliated contractors, in Procuring Agency activities to improve services to Procuring Agency clients and stakeholders.
3. Achieve all deliverable outcomes and services as defined by the contract to function with other Procuring Agency or state information systems.
4. Periodically evaluate its staffing to confirm proficiency with Procuring Agency business operational tools (such as Microsoft Office 365, SharePoint, Jama, and Jira) as referred to in the EPMO Project Management documentation as well as proficiency with business intelligence/analytical tools (including Tableau, Sisense, SAP, R, and SAS) to meet contract or project deadlines or performance levels.
5. Update the Procuring Agency system development efforts related to hardware/cloud or software modifications, if applicable.
6. Maintain, as approved by the Procuring Agency, the contract activities, deliverable quality, project management practices, and administrative support required for contract performance in a timely and complete manner.
7. Apply and follow Data Governance policies, such as ensuring that the data covered by and processed as a result of this contract are the exclusive property of the Procuring Agency and shall not be used for any purposes other than those expressly authorized by this contract and the associated RFQ.
8. Implement policies to prevent data from distribution to any third parties without the express written permission of the Procuring Agency.
9. Follow and implement Data Governance directives/policies established by the Procuring Agency’s Data Governance Council (DGC) in support of the Enterprise Data Governance initiative of HHS2020.
10. Utilize an agile methodology involving Design, Development, and Implementation (DDI) releases in preparation for final production implementation.

# Deliverables

The following sections describe the required tasks and subtasks to be performed by Contractor concerning each service or product delivered by Contractor to Procuring Agency (a “Deliverable”) pursuant to this Agreement. Contractor will deliver each Deliverable, but Contractor is not limited to delivering only the identified Deliverables in a given area of the Project. The Parties agree that the Deliverables are the controlling items and that Contractor’s primary obligation is to deliver the Deliverables to Procuring Agency according to the following sections.

## Deliverable 1: Project Management and Lifecycle Management Plans

| **Deliverable One** | | | | | | **Due Date** | **Compensation** |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Project Management and Lifecycle Management Plans** | | | | | | **No Later Than End of Month X** | **Total Compensation Not to exceed $XXXX**  **Including NMGRT less $$$,$$$.$$**  **Retainage** |
| **Task Item** | | **Sub Tasks** | | **Description** | | | |
| **Plans** | | | | | | | |
|  | | **Project Management Plans** | | The Contractor shall comply with the following Procuring Agency, Enterprise Project Management Office (EPMO), and System Integrator (SI) project management plans:   * EPMO Requirements Management Plan * EPMO Requirements Traceability Matrix * EPMO Project Management Plan * EPMO Business Services Management Plan * EPMO Schedule Management and Release Planning * EPMO Communications Management Plan * EPMO Change Management Plan * EPMO Project Team Onboarding Plan * EPMO Risk Management Plan * EPMO Configuration Management Plan * SI Data Conversion Plan * EPMO Security Management/Privacy Plan * EPMO Staffing Resource Management Plan * EPMO Business Continuity, Backup and Disaster Recovery Plan * SI Integration/Migration Plan * EPMO Meeting Planning and Administration Plan * EPMO Document/Deliverable Management Plan * EPMO Quality Management Plan * EPMO Test Management Plan * EPMO Defect Management Plan * SI Release Management Plan | | | |
|  | | **Life Cycle Management Plans Addendums** | | The Contractor shall comply with the enterprise lifecycle management plans and create their own addendums to the plans listed above that are in alignment with their business solutions.  The Contractor will participate in the MMISR project working meetings such as but not limited to the Data Collaboration, Change Control Board (CCB) and weekly Risks & Issues updates. The Contractor will adhere to all PMO plans and policies. | | | |
|  | | **Test Management Plan** | | The Contractor shall provide for each of the products, a test management plan with associated deliverables assuming they happen independently. If any of the products are to be combined, the testing deliverables can be combined as permitted.  The Contractor Testing activities, deliverables and processes are governed by the overarching EPMO Test Management Plan (approved and available in the HSD Procurement Library). Additional testing phases and activities not specifically called out in the Contractor’s Test Management Plan but included in the EPMO Test Management Plan need to be covered by the DS contractor.  The contractor shall coordinate and collaborate with other module contractors / SI contractor for any interdependencies in testing activities and deliverables. | | | |
|  | | **Training Plan** | | The Contractor shall use a flexible, multi-faceted approach and schedule for end-user and technical systems operation/configuration/ administration training, such as interactive computer-based training, classroom instruction, hands-on materials, etc.  The Contractor shall address use of its services and provide up to date, proven techniques in training that will enable Stakeholder Users to perform required functions.  The Contractor shall provide training and knowledge transfer programs for State Users.  The Contractor shall assess training effectiveness.  The Contractor shall provide to the State and implement a Training Plan that includes at a minimum:   * Outlines the proposed classes and curriculum for each in-person and online class. * Provides a content outline to guide development of online (e.g., self-led tutorials, learning management systems [LMS], distance eLearning, instructor led WebEx) training and classroom materials. * Identifies attendees and instructors. * Provides a training schedule and sign-up capability. * Provides role-based User training and support. * Describes the process for accessing Contractor Subject Matter Expert(s) (SMEs) for training assistance. * Provides a mechanism for tracking completion of training and assistance. | | | |
| **Review and Acceptance** | | | | | | | |
|  | | **Review and Acceptance** | | The Contractor will deliver plans, for review and acceptance by the Procuring Agency. | | | |

## Deliverable 2: Product Transition Planning and Management

| **Deliverable Two** | | | **Due Date** | **Compensation** |
| --- | --- | --- | --- | --- |
| **Product Transition Planning and Management** | | | **No Later Than MMDDYYYY** | **Total Compensation Not to exceed**  **$XXXXX**  **Including NMGRT less $$$,$$$.$$**  **retainage** |
| Task Item | Sub Tasks | Description | | | |
| **Product Transition Planning and Management** | | | | | |
|  | **Transition Plan** | The Contractor shall, upon request or at least one hundred and twenty (120) days before the contract ends, develop, and submit a DS Product Transition Plan as approved by Procuring Agency technical management that includes, at a minimum:   * An inventory document of all DS products, data, and schedules (software, hardware/cloud, data, configuration, job aids, manuals, technical reference materials). * Proposed transition plan to include security-related assets, and other tasks or activities as required by Procuring Agency. * Personnel and level of expected effort in hours. * Proposed transition schedule, including tasks and activities, start and end dates of each, dependencies, milestones, and resources as required and approved by Procuring Agency. * Any requirements for Procuring Agency or other MMISR Contractor participation as deemed required by Procuring Agency. | | | |
| **Review and Acceptance** | | | | | |
|  | **Review and Acceptance** | The Contractor will deliver documentation for review and acceptance by Procuring Agency. | | | |

## Deliverable 3: Implementation Plan

| Deliverable Three | | Due Date | Compensation |
| --- | --- | --- | --- |
| **Implementation Plan** | | **No Later Than** MMDDYYY | Total Compensation Not to Exceed: $XXXX, Including NM GRT  Less: $XXXX Retainage  Total Net Payable on Acceptance: $XXXX, Including NM GRT |
| Task Item | Sub Tasks | Description | |
| Implementation Plan | Implementation Plan | The Contractor shall produce the Implementation Plan to describe how the system will be deployed, installed, and transitioned into an operational system based on the CMS Framework. The plan will contain an overview of the system, an explanation of the major tasks involved in the implementation, the resources needed to support the implementation effort, the coordination points with HSD including Go/No Go decisions, and how the code is controlled up to the highest target environment. | |

## Deliverable 4: Data Models

| **Deliverable Four** | | **Due Date** | **Compensation** |
| --- | --- | --- | --- |
| **DS Data Models** | | **No Later Than**  **MMDDYYY** | **Total Compensation Not to Exceed: $XXXXXX Including NM GRT**  **Less: $XXXX Retainage Total Net Payable on Acceptance:**  **$XXXXXX Including NM GRT** |
| Task Item | Sub Tasks | Description | |
| [DS Data Models](https://nmhsd.sharepoint.com/sites/H20/Collaboration/SIVD/Shared%20Documents/Forms/AllItems.aspx?id=%2Fsites%2FH20%2FCollaboration%2FSIVD%2FShared%20Documents%2FData%20Services%2FApproved%20Deliverables%2FNMDS%20Data%20Models%20v7%2E0%20%2D%20DDI%207%2Epdf&parent=%2Fsites%2FH20%2FCollaboration%2FSIVD%2FShared%20Documents%2FData%20Services%2FApproved%20Deliverables&p=true&ga=1) | DS Conceptual Data Model | The Contractor shall validate and update as needed, the DS Conceptual Data Model which identifies the highest-level data constructs and relationships between different business entities and is developed consistently with the nature of associated business processes.  The DS Data Model - Conceptual is developed in compliance with Enterprise Data Architecture (EDA) standards.  The Conceptual Data Model includes the following:   1. Definition of the major entities of interest in terms that are meaningful to the way the HHS programs conducts MITA business processes. 2. Definition of a high-level relational map of the subject areas and cross-subject area dependencies for the data warehouse. 3. Capturing of these subject area relationships. | |
|  | DS Logical Data Model | The Contractor shall validate and update as needed, the DS Logical Data Model which is a representation of business concepts laid out in visual form that clearly shows these concepts and their various relationships. The Conceptual Data Model will provide the foundation for the Logical Data Model.  The Logical Data Model will be developed in compliance with EDA standards.  The Contractor shall deliver the Logical Data Model in XML Interchange (XMI) format.  The Contractor shall use CA Erwin Data Modeler to build the Logical Data Model for the Data Services Module.  The DS Logical Data Model shall include entities (tables), attributes (columns/fields) and relationships (keys). It will use business names for entities and attributes. It will be a data model of a specific domain whose expression is independent of a particular database management product or storage technology (platform/RDBMS) but is expressed in terms of data structures such as relational tables and columns.  The Logical Data Model shall be independent of the underlying physical implementation.  The Logical Data Model will include the following features:   1. Each entity in the logical data model will be assigned a primary key-the attribute or set of attributes that distinguish one instance of the entity from another. 2. All the attributes for each entity will be included. Relationships between entities will be represented through foreign keys associated with the primary keys of the referring entity.   Normalization decisions will be finalized in the logical data model, which will result in the final normalized representation of entity-to-entity relationships. | |
|  | DS Physical Data Model | The Contractor shall validate and update as needed, the DS Physical Data Model such that it represents how the model will be built in the database to demonstrate Relational Database Management System (RDBMS) features.  .  The Physical Data Model shall be developed in compliance with EDA standards and shall be delivered in XML Interchange (XMI) format.  The Physical Data Model shall include the following:   1. Specifications for all tables including column name, column data type, column constraints, (i.e. validation rules), and primary keys 2. Foreign keys used to identify relationships between tables 3. Database triggers, stored procedures, and relationships between tables 4. De-normalization based on user requirements and performance considerations 5. Physical considerations causing the physical data model to be different from the logical data model | |

## Deliverable 5: Business Continuity/Disaster Recovery Plan

| **Deliverable Five** | | | **Due Date** | **Compensation** |
| --- | --- | --- | --- | --- |
| **Business Continuity and Disaster Recovery Plan** | | | **No Later Than MMDDYYYY** | **Total Compensation Amount Not to Exceed $XXXX**  **Including NM GRT Less: $XXX Retainage on Total Net Payable on Acceptance: $XXX, Including NM GRT** |
| Task Item | | Sub Tasks | Description | | |
| **Develop and Implement Plans** | | | | | |
|  | | **Business Continuity** | The Contractor shall develop, document, coordinate and implement a comprehensive Business Continuity Plan that complies with State and Federal standards, integrates with the System Integrator (SI) Contractor’s consolidated Business Continuity and Recovery plan and process, and performs the following:   * Acknowledges essential organizational missions and business functions specified by the Procuring Agency and identifies the associated contingency requirements. * Provides recovery objectives, restoration priorities, and metrics. * Addresses contingency roles, responsibilities, assigned individuals with contact information. * Addresses maintaining essential organizational missions and business functions despite an information system disruption, compromise, or failure. * Addresses eventual, full information system restoration without deterioration of the security safeguards originally planned and implemented. | | |
|  | | **Disaster Recovery** | The Contractor shall develop, document, coordinate and implement a comprehensive Disaster Recovery Plan that both integrates with the SI Contractor’s consolidated Business Continuity and Disaster Recovery plan and process and commits the Contractor to the following:   * Performance and storage of incremental and full system backups in accordance with State backup and retention policies. * Development, documentation, coordination, and implementation of a comprehensive Disaster Recovery Plan that includes a secondary DR site. This Plan must address all CMS, DoIT, HSD and other applicable State requirements. * Performance and management of all system backup activities in accordance with the State’s policies and requirements, including regular testing of restore procedures and performing capacity management related to backup files. * Plan and lead an end-to-end disaster recovery exercise for all DS components at least annually and participate in the Enterprise end-to-end disaster recovery exercise that includes failover of all components. * Compliance with State and Federal document retention requirements. * Disaster avoidance, critical partner communications, execution of appropriate business continuity and disaster recovery activities upon discovery of a failure. * Timely recovery after a failure, with the ability to successfully roll back to a previous state based upon State-defined timelines. * Use of all necessary means to recover or generate lost system data (at Contractor’s expense) as soon as possible, but no later than one (1) calendar day from the date the Contractor learns of a loss. * Meeting Recovery Point Objectives (RPO) for production environments, as defined by the State to ensure that no data within the RPO window will be lost. * Meeting Recovery Time Objectives (RTO)for production environments, as defined by the State to ensure that its Solution is available within that timeframe. * The BCDR Plan must comply with CMS requirements and the SLAs defined in Exhibit B. | | |
| **Review and Acceptance** | | | | | |
|  | | **Review and Acceptance** | The Contractor will deliver implementations, results, and documentation for review and acceptance by Procuring Agency. | | |

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## Deliverable 6: Capacity Planning

|  |  |  |  |
| --- | --- | --- | --- |
| **Deliverable Six** | | **Due Date** | **Compensation** |
| **Capacity Planning** | | **No Later Than**  **MMDDYYY** | **Total Compensation Amount Not to Exceed: $XXXXX Including NM GRT**  **Less: $XXXX Retainage Total Net Payable on Acceptance:**  **$XXXX Including NM GRT** |
| Task Item | Sub Tasks | Description | |
| **Capacity Planning** | **Capacity Planning** | The Contractor shall coordinate with Procuring Agency stakeholders to develop a Capacity Planning document that describes system sizing and plans for expansion.  The Capacity Planning document shall address the following topics, at a minimum:   1. Process for determining the capacity needed to meet changing future demands (to include 10+year storage footprint and concurrent user loading projections), including:    1. Storage assumptions and constraints    2. Storage calculations and parameters including current allocations, raw storage, usable storage, and projected storage needs (fill rates); 2. Recommended hardware/cloud configurations (baseline and modifications); 3. Description of utilization monitoring process and approach; 4. Description of the method of measurement and modeling for accurate projection of space utilization, workload, and resource utilization (including resource limitations); 5. Description of the capacity-planning activities performed to ensure the solution is properly sized as changes are introduced to the DS module; 6. Estimated average number of MFT transfers initiated per second and data throughput per second during normal and peak loadings to determine the impact to ESB loading and database performance; and 7. Data retention guidelines, including purging and archiving procedures. | |

## Deliverable 7: Security

| **Deliverable Seven** | | | | | **Due Date** | **Compensation** |
| --- | --- | --- | --- | --- | --- | --- |
| **Security** | | | | | **Due No Later Than**  **XX months from contract start date** | **Not to Exceed Amount: $XXXXX Less: $XXX (10%)**  **Total Net Payable on Acceptance:**  **($ Charges + $ est. NM GRT)** |
| Task Item | | Sub Tasks | | Description | | | | |
| **System Security Plan** | | **System Security Plan** | | The DS Contractor shall develop a System Security Design Plan (SSP) specific to the DS module that is compliant with the security plans defined by HSD and those defined by the System Integrator (SI) Vendor. The initial version will be completed within 90 days after the design.  Per MARS-E v2.2, part A of the SSP shall provide a summary description of the DS module and of the associated security architectures and components. SSP Part B – privacy controls shall document security and privacy controls, respectively, that will be implemented to protect the DS module. SSP Part C shall contain attachments that support the information provided in SSP Parts A and B.  Within the Plan, Contractor shall:   * Describe how its Solution will provide security that is consistent with the requirements of this contract and recommendations presented in section "3.7 Consider Software Maintenance in Procurement" from NIST SP 800-40r4 Guide to Enterprise Patch Management Planning. Describe how it will enforce authentication, authorization and auditing of users and roles. * Describe how its Solution identifies and utilizes appropriate standards, protocols, and methodologies for privacy and security audit processes, procedures, and audit trail information and how it restricts access to the system when anomalies are detected. * Describe how its proposed Solution is in alignment with and complies with all HIPAA Privacy and any applicable Security Compliance Regulations as though it were a Covered Entity. Contractor shall acknowledge its obligation to adhere to federal and state security requirements (as outlined in HSD Security Requirements Document Addendum 14, and to secure State approval of its Security Plan and Protocols. * Describe how its proposed Solution develops and maintains safeguards to prevent unauthorized release of access, use, abuse, disclosure, disruption, modification, or destruction of data without proper State consent. Contractor shall provide assurance that its Solution provides auditable events reporting based on compliance and SOA standards. * Describe methods that the Solution uses for removing client-identifying information from data exports and cloned databases for test regions. * Contractor’s Solution shall include classification of data from a compliance perspective (FTI, PII, and PHI). * Describe how the Solution accomplishes the following: Authentication, Authorization, Data Confidentiality, Data integrity, Privacy, Audits, and Protection against attacks (in a style consistent with SOA). * Describe how the Solution provides interoperability between the various security solution services. * Ensure that the proposed Solution provides encryption of all confidential data in transit and at rest. * Describe how the Solution meets security obligations as described in Addendum 14 and how it ensures that its subcontractors (if any) meet the same standards. * Describe how the Solution provides access to current and historic data to authorized users on a need-to-know basis. * Describe how the Solution encrypts data for analytics when PHI/PII/FTI cannot be shared. * Describe how the Solution can recover any source system data it alters and audit who and when altered data was accessed. * The enterprise data warehouse will store data from various departments’ disparate systems and cannot always be shared with other departments. Describe how the Solution can prevent unauthorized access or limit access to individuals with database level security. * Describe how the Solution will monitor and track business areas or User-defined activity | | | | |
| **Privacy Impact Analysis** | | **Privacy Impact Analysis** | | The Privacy Impact Analysis documents the Module  vendor’s requirement to demonstrate their adherence to  the requirements and standards from this template by  documenting their approach in the CMS required format. The Contractor shall develop a Privacy Impact Analysis that:   * Identifies the specific types of confidential, restricted, and public data that the Contractor will collect, secure, share, store, use, process, disclose, or disseminate. * Analyzes the privacy risks associated with maintaining that information, and subsequently documents the results of analysis. * Contains privacy and security policies, procedures, and standards for its business partners and other third parties and the agreements that bind these entities, incident handling procedures, and privacy and/or security awareness programs and materials for its workforce. * Outlines the legal environment as specified by HSD (legal authorities and Federal/State privacy laws) that needs to be addressed for privacy of data. * Conforms to the CMS required format. | | | | |
| **Incident Response Plan** | | **Incident Response Plan** | | Contractor will develop an Incident Management Plan and  demonstrate how it will proficiently manage the  monitoring, capturing, managing, resolving, and closing of  incidents in the DS vendor’s work and oversee and advise  on module vendor’s incidents and interdependencies.  The plan will include the following categories of  information:   * The contractor’s approach to leading,   implementing, and conducting the processes  described in this plan   * How the contractor’s resources will be integrated   into the processes described in this plan.   * How the contractor’s monthly status report will   account for the contractor’s execution and progress  of contractor roles and duties under this plan.   * The contractor’s role in maintaining and updating   this plan. | | | | |
| **System Risk Assessment** | | **System Risk Assessment** | | The Contractor shall develop a System Risk Assessment that:   * Provides structured identification of risk exposure for the DS Module * Addresses threats, vulnerabilities, risks, and * Recommends appropriate safeguards (management, operational, and technical controls) in support of continued business operations. | | | | |
| **Security Certification & Accreditation** | | **Security Certification & Accreditation** | | The Contractor shall produce Certification and Accreditation documentation compliant with the CMS requirements for CMS certification. The documentation shall cover six (6) distinct phases to form a continuous security management practice. The documentation elements and sequence shall be as follows below:   * Certification and Accreditation Cover Memo * Table of Contents * Executive Summary * Security Certification Form * System Security Plan (SSP) * Information Security Risk Assessment (ISRA) * Contingency Plan (CP) * Test of the CP * Security Test & Evaluation (ST&E) Report   Plan of Action and Milestones | | | | |
| **Review and Acceptance** | | | | | | | | | |
|  | | | | **Review and Acceptance** | | The Contractor will deliver documentation for review and acceptance by Procuring Agency. | | | |

Deliverable 8: Establish Enterprise Data Warehouse, Data Marts (Member Months and Income Support Client) and Dashboards (Customer Eligibility & Utilization – Phase 1 and Income Support Client)

| **Deliverable Eight** | | | **Due Date** | **Compensation** |
| --- | --- | --- | --- | --- |
| **Establish Enterprise Data Warehouse, Data Marts (Member Months and Income Support Client) and Dashboards (Customer Eligibility & Utilization – Phase 1 and Income Support Client)** | | | **No Later Than MMDDYYYY** | **Total Compensation Not to Exceed**  **$XXXXXXX Including NM GRT Less: $XXX Retainage on Total Net Payable on Acceptance: $XXX, Including NM GRT** |
| Task Item | Sub Tasks | Description | | |
| **Build an Enterprise Data Warehouse (DW)** |  | The Contractor’s solution shall leverage the infrastructure and tools provided by the HSD MMISR System Integrator (SI). The Contractor shall design, implement, operate, and continually improve Business Intelligence as part of a set of SOA services needed to support current and future reporting and analytics requirements for the Enterprise.  The solution should be designed to integrate data across the internal and external locales of the enterprise to minimize duplication of data within a central enterprise data warehouse representing a single source of truth to support multi-faceted and complex analytics with optimal performance that will drive reliable and trustworthy results to facilitate informed decisions within the enterprise.  The solution should provide the capability to move large volumes of data through the various services and data stores of the data warehouse with integrity, quality, scalability, and flexibility to ultimately deliver business value. It will capture information from external systems, multiple agency-identified and publicly available data, and multiple department-identified non-public data for incorporation into reporting and analytics. A proven Extract, Transform, and Load (ETL) process must accompany strong technology for acquiring and integrating data, enabling data history loads, incremental loads, transforming data, and populating it in the enterprise data warehouse, sandbox, and data marts.  The Solution should support various types of data including but not limited to Provider, Client, Client Eligibility, Managed Care, Prior Authorization, Third Party Liability (TPL), Recovery, Claims and Encounters. | | |
| **Release** | Release Schedule | In coordination and agreement with the Procuring Agency the Contractor shall develop a detailed release schedule for all activities and document updates within this deliverable. | | |
|  | Release and iteration monitoring | The Contractor shall monitor each iteration within each release to control scope and ensure quality. | | |
|  | Release Requirements | For each DDI release, the Contractor and Procuring Agency stakeholders shall complete requirements selection and inclusion iteratively to accommodate prioritization and scoping refinements that emerge over the course of the project. The Contractor shall update the following artifacts based on each release:  a. Requirements Specification Document  b. Requirements Traceability Matrix c. Business Architecture Design Document | | |
|  | Release Design | For each DDI release, the Contractor and Procuring Agency stakeholders shall complete design iteratively. The Contractor shall update the following artifacts as needed based on each release scope:  a. System Design Document b. HSD Metadata Database  c. Data Dictionary within the HSD Metadata Database  d. Data models (Conceptual, Logical, Physical)  e Capacity Plan  f. Security Approach | | |
|  | **Modeling and ETL** | Contractor shall complete development work on modeling and ETL including but not limited to the following data originating from:   * Omnicaid * Automated System Program and Eligibility Network (ASPEN)   Contractor shall load all data to a production-like environment using the tested ETL processes.  Contractor shall provide all ETL files, and reporting configuration files in an archive to the Procuring Agency as an attachment to this Deliverable. | | |
|  | **Service Enablement and SI Integration** | The Contractor’s solution shall integrate with the System Integrator (SI)’s System Integration Platform (SIP), which is a highly reliable, loosely coupled, secure SOA-compliant and Managed File Transfer (MFT) platform that will provide core shared services and ongoing operational monitoring and management capability. Through these capabilities the SIP achieves an open and reusable architecture. The Contractor’s solution shall not interfere with these capabilities.  The Contractor shall adhere to all standards established by the SI and approved by the Procuring Agency for integration, interoperability, security, Single Sign On (SSO) and transmission of data. Additionally, the Contractor shall adhere to additional security requirements as defined within the Security Deliverable within this document.  The Contractor’s solution shall receive data from the SI via batch Managed File Transfer (MFT) and acknowledge the data belongs to the Procuring Agency.  The Contractor’s solution shall provide metadata to the HSD metadata database in a structured format.  The Contractor shall limit direct access to its solution by non-Contractor users as defined by the Procuring Agency.  The Contractor shall deliver a security document describing how direct access users have accounts in the solution, or how the solution performs single sign-on (SSO) using Active Directory (AD) Credentialing.  The Contractor’s solution shall perform final validations, based upon State defined rules, on incoming requests. Some validations on enabled services are performed by the orchestrations and rules engines available in the ESB.  The Contractor’s solution shall record and make available to the enterprise for coordinated resolution requests which do not meet validity requirements. Requests which do not meet other more context sensitive requirements shall likewise be recorded. All types of failed validations shall also result in an error response over the enterprise service bus.  The Contractor’s solution shall perform field validations for interactions through the Contractor’s User Interface (UI) solution. Interactions which do not meet validity requirements shall also be recorded for resolution later. Such interactions should be identified as being received from the Contractor’s UI.  The Contractor shall coordinate with the SI to provide, through service enablement, any reference data according to agreed-upon data models. | | |
|  | **Extensibility** | The Contractor’s solution shall be extensible so that new, related functional areas can be added without disturbing the remainder of the Contractor’s solution or that within the Enterprise.  The Contractor’s solution shall allow functional areas to be removed without disturbing remaining functional areas within the solution. | | |
|  | **Shared Services** | The Contractor’s solution shall use the Shared Services provided by the enterprise in the SIP whenever possible. These services include:   * Identity, Credentialing Access, and Management (ICAM). Typically, this will not be needed by the solution as incoming requests will already be validated by the requesting service, with the user identified in the request. The Contractor’s solution shall log the user for use in audit trails and other analysis. * Master Data Management (MDM) is available for accessing mastered enterprise data from across the enterprise using a canonical data model. * Customer Communication Management (CCM) for correspondence between stakeholders. * Electronic Content Management (ECM) which serves as a searchable document repository. * Address Standardization and Validation (ASV) tool. * Deidentified Data Service which allows data with Personally Identifiable Information (PII) and Protected Health Information (PHI) to be converted such that it can be used in test environments. | | |
|  | **Standards, Plans, and Governance** | Through Change Control Governance overseeing the multiple environments (Development through to Production), the HHS 2020 project follows a formal System Development Life Cycle (SDLC). Details of this governance can be found in the PMO10 Change Control Management Plan, PMO14 Test Management Plan, and Release Management Plan (as provided in the [HSD Procurement Library](https://webapp.hsd.state.nm.us/Procurement/))  The Contractor shall provide regular representation in the Data Collaboration meetings.  The Contractor shall collaborate with the Data Governance Council (DGC) on any data-related issues or data validation techniques.  The Contractor’s solution shall meet the SLAs for response speeds as defined in Exhibit B: Assessment of Liquidated Damages. | | |
|  | **SMEs** | The Contractor shall provide SMEs for Data Warehousing and Business Intelligence Analytics with at least three (3) years of experience with any Commercial-off-the-Shelf (COTS) product(s) used in the solution provided and the following:   * SOA certification * Erwin Metadata Tool * Standard Query Language (SQL) * GoAnywhere MFT * Analytical and BI Tools such as Tableau, Sisense, SAP, R, and SAS * Experience in at least two implementations within enterprise architectures like the Procuring Agency’s | | |
|  | **Approach and Infrastructure** | The Contractor’s solution shall ensure that business rules defined within the solution shall remain separate from any core programming of the tools used.  The Contractor shall develop a Disaster Recovery/Business Continuity Plan (DR/BCP) (Deliverable 5) in collaboration with the SI and the Procuring Agency to meet CMS standards. The solution should allow for geographically diverse backup systems with “hot” replicated data capability. The Contractor shall participate in tests of their portion of the plan at least once annually, with notification and damage requirements as specified in Exhibit B: Assessment of Liquidated Damages.  In addition to data redundancy capabilities defined for in the DR/BCP, the Contractor’s solution should maintain access control on data to prevent accidental or intentional deletion or damage of the data.  The Contractor’s solution shall maintain geographically distributed databases/datacenters, for delivery of data rapidly and robustly through all communication methods.  The Contractor’s solution shall maintain availability twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year for 99.99% of the time except for agreed upon maintenance windows.  The Contractor shall comply with the DS SLAs in Exhibit B: Assessment of Liquidated Damages or be subject to the penalties outlined therein.  The Contractor’s solution shall deliver a scalable approach that allows the services to handle the anticipated data and resource volumes.  The Contractor shall work with SI and the Procuring Agency on details of defining the Virtual Private Network (VPN) connections and provide the secure connections and bandwidths required. These connections could be a VPN, AWS/Azure PrivateLink, AWS Direct Connect, etc. | | |
|  | **Analytic Sandbox** | The Contractor’s solution shall provide an environment which mirrors the DW and allows “what if” testing of proposed business rules, ability to upload/create data in the sandbox, algorithm development and testing, and collaboration with other sandbox users. | | |
| **Requirements** | | | | |
|  | **Prerequisites** | As a prerequisite to beginning requirements analysis and design activities, the Contractor shall conduct a detailed review of the completed and partially completed Business Requirements Documents (BRD) (where available); analyze how the SOW requirements and base solution capabilities support the vision; and deliver to the Procuring Agency a detailed assessment of how the solution meets requirements while identifying potential gaps and remediation options. Further, the Contractor shall structure the Requirements review, traceability, design/configuration, development, and testing with a focus on the State Business strategies as documented in the BRDs.    The Contractor shall construct requirements and design documentation (including configuration) referencing the RFQ, Statement of Work (SOW), HSD completed and in progress Business Requirements Documents (BRDs) and any additional clarification derived throughout the Joint Application Requirements (JAR) sessions. To support effective and efficient traceability, JAMA is the required requirements management tool for use.    Contractor shall describe how its Solution maximizes the use of configuration and configurable technology to meet the business requirements of this module and minimizes the use of customization that would complicate or prevent the application of technology or software upgrades. | | |
|  | **Design Data Marts** | Contractor shall utilize HSD completed/in-progress BRDs as a starting point to gather requirements through JAR/JAD sessions for all HSD identified data marts and parameterized queries in accordance with the DS-specific and project-level Requirements Management Plans.  The data marts should include consistent use of business definitions to enhance analytical functionality and ensure repeatability and reproducibility.    Data Marts include (Refer to Exhibit D for descriptions and purposes):   * Member Months * Income Support Client     Contractor shall update the DS Requirements Traceability Matrix in alignment with the overarching project-level Requirements Traceability Matrix.    Contractor shall complete requirements traceability in Jama to downstream tests in Jira for the data marts and parameterized queries. | | |
|  | **Configure & Populate Data Marts** | Contractor shall develop the physical and logical structures for the data marts and populate the data marts with data available in the data warehouse. | | |
|  | **Design Self-Service Dashboards** | Contractor shall utilize HSD completed/in-progress Business Requirements Documents (BRD) (where available) as a starting point to gather requirements through JAR/JAD sessions for all HSD identified self-service dashboards in accordance with the DS-specific and project-level Requirements Management Plans.    The Contractor’s solution shall incorporate unified data to provide executive oversight, and mid-level management the ability to glean insight into the state programs to build evidence-based programs.    To provide ease of use, immediate insight, and support various levels of users, the dashboards should meet thefollowing requirements:      * The Solution will provide an intuitive Graphical User Interface (GUI). The Solution should provide features such as pop-up data windows, drag and drop functionality, and quick access links for research. * Beyond internal facing self-service dashboards identified below, the Solution will also provide external facing dashboards that will be published on the HSD .state.nm.us website or other State agency websites ensuring appropriate security. This may include Data Books, HSD Scorecard, and Monthly Statistical Reports. * The Solution will provide appropriate and impactful visualizations including but not limited to word clouds, geospatial, multi-axis, and motion/animated graphics. * The Solution tools will enable measurement of programs and activities across parameterized time periods. Contractor shall describe the ability of its Solution to deliver a Results Oriented Management and Accountability (ROMA) tool, which is used for outcomes-based measurement of programs and interventions. * The Solution will enable Users to trend and compare information over multiple timeframes specified by the user and will display such information graphically. * The Solution will enable visual personalization, allowing the user to easily morph analysis from table to various graphical presentations. * The Solution will provide multi-dimensional analysis and the ability to apply systematic filters for easier navigation. * The Solution will provide drill through and drill down capability from highest level to raw data. * The Solution will export aggregated and non-aggregated results in a variety of electronic formats (e.g., Dashboard, Excel, Comma Delimited, Pipe Delimited, Access, .txt, Word, XML, SQL access, SAS access, and PDF) with drill down and drill through capabilities, and if required, the ability to maintain format or export supporting detail.   Dashboards include (Refer to Exhibit D for descriptions and purposes):   * Eligibility & Utilization Dashboard * Income Support Division Operations   Contractor shall complete requirements traceability in Jama to downstream tests in Jira for the self-service Dashboard requirements. | | |
|  | **Configure Self-Service Dashboards** | Contractor shall configure the filters, drill-downs, visualizations, and security roles of the self-service dashboards using the data and data marts available in the data warehouse. | | |
| **Test and Implement Solution** | | | | |
|  | **Test Planning** | The Contractor shall develop an appropriate Test Plan Deliverable Expectation Document (DED) and Final Test Plan in accordance with the EPMO Test Management Plan ensuring to follow any data quality policies set forth by the Data Governance Council.  The Contractor shall develop Test Scripts (both Manual and Automated) during the Test Design phase. The test cases shall be placed and maintained in Jira. As part of Test Data Preparation, contractor shall ensure the use of de-identified data (through an appropriate de-identification mechanism approved by the Procuring Agency). | | |
|  | **Test Execution** | The Contractor is expected to perform Unit Testing, Quality Assurance Testing (QAT), System Integration Testing (SIT) and Parallel Testing (including associated smoke and regression testing for each of these phases) and provide associated DED and Final Test Results for all testing phases.  Test executions for each test case shall include evidence of execution supporting the test results. All test executions and related test evidence shall reside in Jira unless prohibited due to PII/PHI restrictions. In such cases secure HSD SharePoint sites shall be utilized.  The Contractor shall own Defect Management (Defect Triage, Fixes and Regression Testing) and document Root Cause Analysis (RCA) of defects and issues in Jira.  The Contractor shall perform Security Testing using software/tools and share results and audit logs as directed by the Procuring Agency.  The Contractor shall perform Load / Volume / Stress Testing using automated load, stress, and volume testing software, repeating benchmark performance tests periodically and as part of any large change to the system that may impact performance. | | |
|  | **User Acceptance Test (UAT)** | The Contractor shall support UAT and provide a UAT Support Plan (including a DED and final deliverable). UAT Planning and Execution shall be performed by State staff using production data. The contractor shall provide processes for defect handling and UAT support with PII/PHI data. | | |
|  | **Production Release** | The Contractor shall perform all tasks required to put its services into production in accordance with a mutually agreed-upon release calendar which includes approval process by HSD. The schedule shall allow sufficient time for UAT end-to-end verifications before production deployment. The Contractor shall provide test results with evidence of execution and demonstrate new functionality including documentation prior to close out of each release.  Contractor shall describe its approach for providing, on schedule, a tested and complete DS module ready for productive use by the Enterprise. Contractor shall describe its plans for ongoing testing and correction or improvement of modular operations. | | |
| **Training** | | | | |
|  | **Training Material** | The Contractor shall develop appropriate Physical and Technical Infrastructure training documentation, in accordance with EPMO EPLC requirements. | | |
|  | **Review and Acceptance** | The Contractor shall deliver plans, designs, data, documentation, implementations, test cases and results, and provide demonstrations for review and acceptance by the Procuring Agency. | | |

## Deliverable 9: Configure, Test and Implement Second Iteration of Data Marts (Utilization) and Dashboards (Customer Eligibility & Utilization – Phase2 and JUST Health)

| **Deliverable Nine** | | | **Due Date** | **Compensation** |
| --- | --- | --- | --- | --- |
| **Configure, Test and Implement Second Iteration of Data Marts (Utilization) and Dashboards (Customer Eligibility & Utilization – Phase2 and JUST Health)** | | | **No Later Than**  **MMDDYYYY** | **Total Compensation Not to Exceed**  **$XXXXXX Including NM GRT Less: $XXX Retainage Total Net Payable on Acceptance:**  **$XXXX Including NM GRT** |
| Task Item | Sub Tasks | Description | | |
| **Requirements** | | | | |
|  | **Prerequisites** | As a prerequisite to beginning requirements analysis and design activities, the Contractor shall conduct a detailed review of the completed and partially completed Business Requirements Documents (BRD) (where available); analyze how the SOW requirements and base solution capabilities support the vision; and deliver to the Procuring Agency a detailed assessment of how the solution meets requirements while identifying potential gaps and remediation options. Further, the Contractor shall structure the Requirements review, traceability, design/configuration, development, and testing with a focus on the State Business strategies as documented in the BRDs.  The Contractor shall construct requirements and design documentation (including configuration) referencing the RFQ, Statement of Work (SOW), HSD completed and in progress Business Requirements Documents (BRDs) and any additional clarification derived throughout the Joint Application Requirements (JAR) sessions. To support effective and efficient traceability, JAMA is the required requirements management tool for use.  Contractor shall describe how its Solution maximizes the use of configuration and configurable technology to meet the business requirements of this module and minimizes the use of customization that would complicate or prevent the application of technology or software upgrades. | | |
|  | **Update Relevant Documents** | Contractor shall update the following artifact as relevant based on the content of this Deliverable:    * Requirements Traceability Matrix | | |
| **Design and Configure** | | | | |
|  | **Design Data Marts** | Contractor shall utilize HSD completed/in-progress BRDs (where available) as a starting point to gather requirements through JAR/JAD sessions for all HSD identified data marts and parameterized queries in accordance with the DS-specific and project-level Requirements Management Plans.  The data marts should include consistent use of business definitions to enhance analytical functionality and ensure repeatability and reproducibility.  Data Marts (Refer to Exhibit D for descriptions and purposes):   * Utilization Outpatient * Utilization Professional * Utilization Inpatient * Utilization Long-term * Additional data marts as required to appropriately support dashboards   As the Utilization data marts are developed, the Contractor shall update the Customer Eligibility & Utilization dashboard.  Contractor shall update the DS Requirements Traceability Matrix in alignment with the overarching project-level Requirements Traceability Matrix.  Contractor shall complete requirements traceability in Jama to downstream tests in Jira for the data marts and parameterized queries. | | |
|  | **Configure & Populate Data Marts** | Contractor shall develop the physical and logical structures for the data marts and populate the data marts with data available in the data warehouse. | | |
|  | **Design Self-Service Dashboards** | Contractor shall utilize HSD completed/in-progress Business Requirements Documents (BRD) as a starting point to gather requirements through JAR/JAD sessions for all HSD identified self-service dashboards in accordance with the DS-specific and project-level Requirements Management Plans.  The Contractor’s solution shall incorporate unified data to provide executive oversight, and mid-level management the ability to glean insight into the state programs to build evidence-based programs.  To provide ease of use, immediate insight, and support various levels of users, the dashboards should meet thefollowing requirements:  The Solution will provide an intuitive Graphical User Interface (GUI). The Solution should provide features such as pop-up data windows, drag and drop functionality, and quick access links for research.   * Beyond internal facing self-service dashboards identified below, the Solution will also provide external facing dashboards that will be published on the HSD .state.nm.us website or other State agency websites ensuring appropriate security. This may include Data Books, HSD Scorecard, and Monthly Statistical Reports. * The Solution will provide appropriate and impactful visualizations including but not limited to word clouds, geospatial, multi-axis, and motion/animated graphics. * The Solution tools will enable measurement of programs and activities across parameterized time periods. Contractor shall describe the ability of its Solution to deliver a Results Oriented Management and Accountability (ROMA) tool, which is used for outcomes-based measurement of programs and interventions. * The Solution will enable Users to trend and compare information over multiple timeframes specified by the user and will display such information graphically. * The Solution will enable visual personalization, allowing the user to easily morph analysis from table to various graphical presentations. * The Solution will provide multi-dimensional analysis and the ability to apply systematic filters for easier navigation. * The Solution will provide drill through and drill down capability from highest level to raw data. * The Solution will export aggregated and non-aggregated results in a variety of electronic formats (e.g., Dashboard, Excel, Comma Delimited, Pipe Delimited, Access, .txt, Word, XML, SQL access, SAS access, and PDF) with drill down and drill through capabilities, and if required, the ability to maintain format or export supporting detail.   Dashboards include (Refer to Exhibit D for descriptions and purposes):   * Update Customer Eligibility and Utilization * Justice-Involved Utilization of State Transitioned Healthcare (JUST) Health   Contractor shall complete requirements traceability in Jama to downstream tests in Jira for the self-service Dashboard requirements. | | |
|  | **Configure Self-Service Dashboards** | Contractor shall update the following artifact as relevant based on the content of this Deliverable:   * Requirements Traceability Matrix | | |
| **Test, Implement, and Train** | | | | |
|  | **Test Planning** | The Contractor shall develop an appropriate Test Plan Deliverable Expectation Document (DED) and Final Test Plan in accordance with the EPMO Test Management Plan ensuring compliance of any data quality policies set forth by the Data Governance Council. Contractor shall develop Test Cases and Test Scripts (both Manual and Automated) during the Test Design phase. The test cases shall be placed and maintained in Jira with appropriate links to requirements artifacts to support the Requirements Traceability Matrix deliverables. HSD shall reserve the right to review and audit the test cases and coverage according to the MMISR Test Management Plan.  As part of Test Data Preparation, contractor shall ensure the use of de-identified data (through an appropriate de-identification mechanism approved by the Procuring Agency). | | |
|  | **Test Execution** | The Contractor is expected to provide the necessary environments for and perform Unit Testing, QAT, SIT and Parallel Testing (including associated smoke and regression testing) for each product and provide Final Test Results for all testing phases.  Test executions for each test case shall include evidence of execution supporting the test results. All test executions and related test evidence shall reside in Jira unless prohibited due to PII/PHI restrictions. In such cases secure HSD SharePoint sites shall be utilized.  The Contractor shall own Defect Management (Defect Triage, Fixes and Regression Testing) and document Root Cause Analysis (RCA) of defects and issues in Jira. The Contractor shall work in collaboration with Procuring Agency and SI to provide evidence and resolve defects that exceed thresholds set by Data Governance Council.  The Contractor shall perform Security Testing using software/tools (e.g., configuration analyzer based upon policies, application dynamic and static, security information event manager (SIEM)). Conduct weekly status meeting to review the SIEM use cases, global threats and potential updates to SIEM use cases and configuration proposals. The Contractor shall perform Load / Volume / Stress Testing using automated load, stress, and volume testing software, repeating benchmark performance tests periodically and prior to any large change to the system that may impact performance. | | |
|  | **UAT** | The Contractor shall support UAT and provide a UAT Support Plan (including a DED and final deliverable). UAT Planning and Execution shall be performed by State staff using production data. The Contractor shall provide processes for defect handling and UAT support with PII/PHI data. | | |
|  | **Production Release** | The Contractor shall perform all tasks required to put its services into production in accordance with a mutually agreed-upon agile release calendar which includes approval process by the Procuring Agency. The schedule shall allow sufficient time for UAT end-to-end verifications before production deployment. The Contractor shall provide test results with evidence of execution and demonstrate new functionality including documentation prior to close out of each release.  Contractor shall describe its approach for providing, on schedule, a tested and complete DS module ready for productive use by the Enterprise. Contractor shall describe its plans for ongoing testing and correction or improvement of modular operations. | | |
| **Training** | | | | |
|  | **Training Material** | The Contractor shall develop appropriate Data Services training documentation for users of the data warehouse, data marts, sandbox, and dashboard users, and ensure training documentation is in accordance with MMISR EPMO Expedited Performance Life Cycle (EPLC) requirements.  The Contractor shall provide content and materials in agreed upon formats (e.g., on-line, printed) with State approval for each training tailored to the DS configuration and contents. | | |
|  | **Online Help Tools** | The Contractor shall provide online help (e.g., Screen Tip, hyperlinks to other documents, keyword search, chat, tool tips, definitions page, user guide, policy guidance, hover over help) and documentation that supports Stakeholder-specific business use of the DS tools and provides guidance to end users in correct execution of user-performed application maintenance and report configuration activities.  The Contractor shall provide the Online Help Tools no less than thirty (30) days prior to User Acceptance Testing (UAT). | | |
|  | **Knowledge Transfer** | The Contractor shall provide Data Services solution training and knowledge transfer to the Stakeholders as required.  The Contractor shall provide initial and ongoing training and documentation for knowledge transfer to ensure appropriate and maximal use by Users.  The Contractor shall provide for instructor-led (either online or on site) and on-demand, self-paced training. | | |
| **Review and Acceptance** | | | | |
|  | **Review and Acceptance** | The Contractor shall deliver plans, designs, data, documentation, test cases and results, and implementations for review and acceptance by the Procuring Agency. | | |

## Deliverable 10: Configure, Test and Implement Third Iteration of Data Marts (Utilization: Behavioral Health) and Dashboards (Customer Eligibility & Utilization – Phase 3)

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| --- | --- | --- | --- | --- | --- |
| **Deliverable Ten** | | | **Due Date** | **Compensation** |  |
| **Configure, Test and Implement Third Iteration of Data Marts (Utilization: Behavioral Health) and Dashboards** **(Customer Eligibility & Utilization – Phase 3)** | | | **No Later Than**  **MMDDYYYY** | **Total Compensation Not to Exceed**  **$XXXXXX Including NM GRT**   **Less: $XXX Retainage Total Net Payable on Acceptance:**  **$XXXX Including NM GRT** |  |
| Task Item | Sub Tasks | Description | | |  |
| **Data Integration** | | | | |  |
|  | Modeling and ETL | Contractor shall complete development work on modeling and ETL including but not limited to the following data originating from:   * Behavioral Health Data     Contractor shall load all data to a production-like environment using the tested ETL processes.   Contractor shall provide all ETL files, and reporting configuration files in an archive to the Procuring Agency as an attachment to this Deliverable. | | |  |
| **Requirements** | | | | |  |
|  | Prerequisites | As a prerequisite to beginning requirements analysis and design activities, the Contractor shall conduct a detailed review of the completed and partially completed Business Requirements Documents (BRD) (where available); analyze how the SOW requirements and base solution capabilities support the vision; and deliver to the Procuring Agency a detailed assessment of how the solution meets requirements while identifying potential gaps and remediation options. Further, the Contractor shall structure the Requirements review, traceability, design/configuration, development, and testing with a focus on the State Business strategies as documented in the BRDs.    The Contractor shall construct requirements and design documentation (including configuration) referencing the RFQ, Statement of Work (SOW), HSD completed and in progress Business Requirements Documents (BRDs) and any additional clarification derived throughout the Joint Application Requirements (JAR) sessions. To support effective and efficient traceability, JAMA is the required requirements management tool for use.    Contractor shall describe how its Solution maximizes the use of configuration and configurable technology to meet the business requirements of this module and minimizes the use of customization that would complicate or prevent the application of technology or software upgrades. | | |  |
|  | **Update Relevant Documents** | Contractor shall update the following artifact as relevant based on the content of this Deliverable:   * Requirements Traceability Matrix | | |  |
| **Design and Configure** | | | | |  |
|  | **Design Data Marts** | Contractor shall utilize HSD completed/in-progress BRDs (where available) as a starting point to gather requirements through JAR/JAD sessions for all HSD identified data marts and parameterized queries in accordance with the DS-specific and project-level Requirements Management Plans.  The data marts should include consistent use of business definitions to enhance analytical functionality and ensure repeatability and reproducibility.    Data Marts (Refer to Exhibit D for descriptions and purposes):   * Utilization Behavioral Health * Episodes * Additional data marts as required to appropriately support dashboards   Contractor shall update the DS Requirements Traceability Matrix in alignment with the overarching project-level Requirements Traceability Matrix.    Contractor shall complete requirements traceability in Jama to downstream tests in Jira for the data marts and parameterized queries. | | |  |
|  | **Configure & Populate Data Marts** | Contractor shall develop the physical and logical structures for the data marts and populate the data marts with data available in the data warehouse.    Contractor shall create a meta-layer to ensure business user accessibility. | | |  |
|  | **Design Self-Service Dashboards** | Contractor shall utilize HSD completed/in-progress Business Requirements Documents (BRD) as a starting point to gather requirements through JAR/JAD sessions for all HSD identified self-service dashboards in accordance with the DS-specific and project-level Requirements Management Plans.    The Contractor’s solution shall incorporate unified data to provide executive oversight, and mid-level management the ability to glean insight into the state programs to build evidence-based programs.    To provide ease of use, immediate insight, and support various levels of users, the dashboards should meet thefollowing requirements:  .   * The Solution will provide an intuitive Graphical User Interface (GUI). The Solution should provide features such as pop-up data windows, drag and drop functionality, and quick access links for research * Beyond internal facing self-service dashboards identified below, the Solution will also provide external facing dashboards that will be published on the HSD .state.nm.us website or other State agency websites ensuring appropriate security. This may include Data Books, HSD Scorecard, and Monthly Statistical Reports. * The Solution will provide appropriate and impactful visualizations including but not limited to word clouds, geospatial, multi-axis, and motion/animated graphics. * The Solution tools will enable measurement of programs and activities across parameterized time periods. Contractor shall describe the ability of its Solution to deliver a Results Oriented Management and Accountability (ROMA) tool, which is used for outcomes-based measurement of programs and interventions. * The Solution will enable Users to trend and compare information over multiple timeframes specified by the user and will display such information graphically. * The Solution will enable visual personalization, allowing the user to easily morph analysis from table to various graphical presentations. * The Solution will provide multi-dimensional analysis and the ability to apply systematic filters for easier navigation. * The Solution will provide drill through and drill down capability from highest level to raw data. * The Solution will export aggregated and non-aggregated results in a variety of electronic formats (e.g., Dashboard, Excel, Comma Delimited, Pipe Delimited, Access, .txt, Word, XML, SQL access, SAS access, and PDF) with drill down and drill through capabilities, and if required, the ability to maintain format or export supporting detail.     Dashboards include (Refer to Exhibit D for descriptions and purposes):   * Update Customer Eligibility & Utilization     Contractor shall complete requirements traceability in Jama to downstream tests in Jira for the self-service Dashboard requirements. | | |  |
|  | **Configure Self-Service Dashboards** | Contractor shall configure the filters, drill-downs, visualizations, and security roles of the self-service dashboards using the data and data marts available in the data warehouse. | | |  |
| **Test, Implement, and Train** | | | | |  |
|  | **Test Planning** | The Contractor shall develop an appropriate Test Plan Deliverable Expectation Document (DED) and Final Test Plan in accordance with the EPMO Test Management Plan ensuring compliance of any data quality policies set forth by the Data Governance Council. Contractor shall develop Test Cases and Test Scripts (both Manual and Automated) during the Test Design phase. The test cases shall be placed and maintained in Jira with appropriate links to requirements artifacts to support the Requirements Traceability Matrix deliverables. HSD shall reserve the right to review and audit the test cases and coverage according to the MMISR Test Management Plan.  As part of Test Data Preparation, contractor shall ensure the use of de-identified data (through an appropriate de-identification mechanism approved by the Procuring Agency). | | |  |
|  | **Test Execution** | The Contractor is expected to provide the necessary environments for and perform Unit Testing, QAT, SIT and Parallel Testing (including associated smoke and regression testing) for each product and provide Final Test Results for all testing phases.  Test executions for each test case shall include evidence of execution supporting the test results.  All test executions and related test evidence shall reside in Jira unless prohibited due to PII/PHI restrictions.  In such cases secure HSD SharePoint sites shall be utilized.    The Contractor shall own Defect Management (Defect Triage, Fixes and Regression Testing) and document Root Cause Analysis (RCA) of defects and issues in Jira. The Contractor shall work in collaboration with Procuring Agency and SI to provide evidence and resolve defects that exceed thresholds set by Data Governance Council.    The Contractor shall perform Security Testing using software/tools (e.g., configuration analyzer based upon policies, application dynamic and static, security information event manager (SIEM)). Conduct weekly status meeting to review the SIEM use cases, global threats and potential updates to SIEM use cases and configuration proposals.  The Contractor shall perform Load / Volume / Stress Testing using automated load, stress, and volume testing software, repeating benchmark performance tests periodically and prior to any large change to the system that may impact performance. | | |  |
|  | **UAT** | The Contractor shall support UAT and provide a UAT Support Plan (including a DED and final deliverable). UAT Planning and Execution shall be performed by State staff using production data.  The Contractor shall provide processes for defect handling and UAT support with PII/PHI data. | | |  |
|  | **Production Release** | The Contractor shall perform all tasks required to put its services into production in accordance with a mutually agreed-upon agile release calendar which includes approval process by the Procuring Agency. The schedule shall allow sufficient time for UAT end-to-end verifications before production deployment. The Contractor shall provide test results with evidence of execution and demonstrate new functionality including documentation prior to close out of each release.    Contractor shall describe its approach for providing, on schedule, a tested and complete DS module ready for productive use by the Enterprise. Contractor shall describe its plans for ongoing testing and correction or improvement of modular operations. | | |  |
| **Training** | | | | |  |
|  | **Training Material** | The Contractor shall develop appropriate Data Services training documentation for users of the data warehouse, data marts, sandbox, and dashboard users, and ensure training documentation is in accordance with MMISR EPMO Expedited Performance Life Cycle (EPLC) requirements.  The Contractor shall provide content and materials in agreed upon formats (e.g., on-line, printed) with State approval for each training tailored to the DS configuration and contents. | | |  |
|  | **Online Help Tools** | The Contractor shall provide online help (e.g., Screen Tip, hyperlinks to other documents, keyword search, chat, tool tips, definitions page, user guide, policy guidance, hover over help) and documentation that supports Stakeholder-specific business use of the DS tools and provides guidance to end users in correct execution of user-performed application maintenance and report configuration activities.    The Contractor shall provide the Online Help Tools no less than thirty (30) days prior to User Acceptance Testing (UAT). | | |  |
|  | **Knowledge Transfer** | The Contractor shall provide Data Services solution training and knowledge transfer to the Stakeholders as required.  The Contractor shall provide initial and ongoing training and documentation for knowledge transfer to ensure appropriate and maximal use by Users.     The Contractor shall provide for instructor-led (either online or on site) and on-demand, self-paced training. | | |  |
| **Review and Acceptance** | | | | |  |
|  | **Review and Acceptance** | The Contractor shall deliver plans, designs, data, documentation, test cases and results, and implementations for review and acceptance by the Procuring Agency. | | |  |

## Deliverable 11: Configure, Test and Implement Fourth Iteration of Data Marts (Provider and Financial Services) and Dashboards (Financial)

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| --- | --- | --- | --- | --- | --- |
| **Deliverable Eleven** | | | **Due Date** | **Compensation** |  |
| **Configure, Test and Implement Fourth Iteration of Data Marts (Provider and Financial Services) and Dashboards** **(Financial)** | | | **No Later Than**  **MMDDYYYY** | **Total Compensation Not to Exceed**  **$XXXXXX Including NM GRT**   **Less: $XXX Retainage Total Net Payable on Acceptance:**  **$XXXX Including NM GRT** |  |
| Task Item | Sub Tasks | Description | | |  |
| **Data Integration** | | | | |  |
|  | Modeling and ETL | Contractor shall complete development work on modeling and ETL including but not limited to the following data originating from:     * Statewide Human Resource Accounting and Managerial Reporting System (SHARE) * Benefit Management Services (BMS) * Financial Services (FS)     Contractor shall load all data to a production-like environment using the tested ETL processes.   Contractor shall provide all ETL files, and reporting configuration files in an archive to the Procuring Agency as an attachment to this Deliverable. | | |  |
| **Requirements** | | | | |  |
|  | Prerequisites | As a prerequisite to beginning requirements analysis and design activities, the Contractor shall conduct a detailed review of the completed and partially completed Business Requirements Documents (BRD) (where available); analyze how the SOW requirements and base solution capabilities support the vision; and deliver to the Procuring Agency a detailed assessment of how the solution meets requirements while identifying potential gaps and remediation options. Further, the Contractor shall structure the Requirements review, traceability, design/configuration, development, and testing with a focus on the State Business strategies as documented in the BRDs.    The Contractor shall construct requirements and design documentation (including configuration) referencing the RFQ, Statement of Work (SOW), HSD completed and in progress Business Requirements Documents (BRDs) and any additional clarification derived throughout the Joint Application Requirements (JAR) sessions. To support effective and efficient traceability, JAMA is the required requirements management tool for use.    Contractor shall describe how its Solution maximizes the use of configuration and configurable technology to meet the business requirements of this module and minimizes the use of customization that would complicate or prevent the application of technology or software upgrades. | | |  |
|  | **Update Relevant Documents** | Contractor shall update the following artifact as relevant based on the content of this Deliverable:     * Requirements Traceability Matrix | | |  |
| **Design and Configure** | | | | |  |
|  | **Design Data Marts** | Contractor shall utilize HSD completed/in-progress BRDs (where available) as a starting point to gather requirements through JAR/JAD sessions for all HSD identified data marts and parameterized queries in accordance with the DS-specific and project-level Requirements Management Plans.  The data marts should include consistent use of business definitions to enhance analytical functionality and ensure repeatability and reproducibility.    Data Marts (Refer to Exhibit D for descriptions and purposes):   * Provider * Financial Services * Additional data marts as required to appropriately support dashboards   Contractor shall update the DS Requirements Traceability Matrix in alignment with the overarching project-level Requirements Traceability Matrix.    Contractor shall complete requirements traceability in Jama to downstream tests in Jira for the data marts and parameterized queries. | | |  |
|  | **Configure & Populate Data Marts** | Contractor shall develop the physical and logical structures for the data marts and populate the data marts with data available in the data warehouse. | | |  |
|  | **Design Self-Service Dashboards** | Contractor shall utilize HSD completed/in-progress Business Requirements Documents (BRD) as a starting point to gather requirements through JAR/JAD sessions for all HSD identified self-service dashboards in accordance with the DS-specific and project-level Requirements Management Plans.    The Contractor’s solution shall incorporate unified data to provide executive oversight, and mid-level management the ability to glean insight into the state programs to build evidence-based programs.    To provide ease of use, immediate insight, and support various levels of users, the dashboards should meet thefollowing requirements:   * The Solution will provide an intuitive Graphical User Interface (GUI). The Solution should provide features such as pop-up data windows, drag and drop functionality, and quick access links for research. * Beyond internal facing self-service dashboards identified below, the Solution will also provide external facing dashboards that will be published on the HSD.state.nm.us website or other State agency websites ensuring appropriate security. This may include Data Books, HSD Scorecard, and Monthly Statistical Reports. * The Solution will provide appropriate and impactful visualizations including but not limited to word clouds, geospatial, multi-axis, and motion/animated graphics. * The Solution tools will enable measurement of programs and activities across parameterized time periods. Contractor shall describe the ability of its Solution to deliver a Results Oriented Management and Accountability (ROMA) tool, which is used for outcomes-based measurement of programs and interventions. * The Solution will enable Users to trend and compare information over multiple timeframes specified by the user and will display such information graphically. * The Solution will enable visual personalization, allowing the user to easily morph analysis from table to various graphical presentations. * The Solution will provide multi-dimensional analysis and the ability to apply systematic filters for easier navigation. * The Solution will provide drill through and drill down capability from highest level to raw data. * The Solution will export aggregated and non-aggregated results in a variety of electronic formats (e.g., Dashboard, Excel, Comma Delimited, Pipe Delimited, Access, .txt, Word, XML, SQL access, SAS access, and PDF) with drill down and drill through capabilities, and if required, the ability to maintain format or export supporting detail.     Dashboards include (Refer to Exhibit D for descriptions and purposes):   * Financial     Contractor shall complete requirements traceability in Jama to downstream tests in Jira for the self-service Dashboard requirements. | | |  |
|  | **Configure Self-Service Dashboards** | Contractor shall configure the filters, drill-downs, visualizations, and security roles of the self-service dashboards using the data and data marts available in the data warehouse. | | |  |
| **Test, Implement, and Train** | | | | |  |
|  | **Test Planning** | The Contractor shall develop an appropriate Test Plan Deliverable Expectation Document (DED) and Final Test Plan in accordance with the EPMO Test Management Plan ensuring compliance of any data quality policies set forth by the Data Governance Council. Contractor shall develop Test Cases and Test Scripts (both Manual and Automated) during the Test Design phase. The test cases shall be placed and maintained in Jira with appropriate links to requirements artifacts to support the Requirements Traceability Matrix deliverables. HSD shall reserve the right to review and audit the test cases and coverage according to the MMISR Test Management Plan.    As part of Test Data Preparation, contractor shall ensure the use of de-identified data (through an appropriate de-identification mechanism approved by the Procuring Agency). | | |  |
|  | **Test Execution** | The Contractor is expected to provide the necessary environments for and perform Unit Testing, QAT, SIT and Parallel Testing (including associated smoke and regression testing) for each product and provide Final Test Results for all testing phases.  Test executions for each test case shall include evidence of execution supporting the test results.  All test executions and related test evidence shall reside in Jira unless prohibited due to PII/PHI restrictions.  In such cases secure HSD SharePoint sites shall be utilized.    The Contractor shall own Defect Management (Defect Triage, Fixes and Regression Testing) and document Root Cause Analysis (RCA) of defects and issues in Jira. The Contractor shall work in collaboration with Procuring Agency and SI to provide evidence and resolve defects that exceed thresholds set by Data Governance Council.    The Contractor shall perform Security Testing using software/tools (e.g., configuration analyzer based upon policies, application dynamic and static, security information event manager (SIEM)). Conduct weekly status meeting to review the SIEM use cases, global threats and potential updates to SIEM use cases and configuration proposals.  The Contractor shall perform Load / Volume / Stress Testing using automated load, stress, and volume testing software, repeating benchmark performance tests periodically and prior to any large change to the system that may impact performance. | | |  |
|  | **UAT** | The Contractor shall support UAT and provide a UAT Support Plan (including a DED and final deliverable). UAT Planning and Execution shall be performed by State staff using production data.  The Contractor shall provide processes for defect handling and UAT support with PII/PHI data. | | |  |
|  | **Production Release** | The Contractor shall perform all tasks required to put its services into production in accordance with a mutually agreed-upon agile release calendar which includes approval process by the Procuring Agency. The schedule shall allow sufficient time for UAT end-to-end verifications before production deployment. The Contractor shall provide test results with evidence of execution and demonstrate new functionality including documentation prior to close out of each release.    Contractor shall describe its approach for providing, on schedule, a tested and complete DS module ready for productive use by the Enterprise. Contractor shall describe its plans for ongoing testing and correction or improvement of modular operations. | | |  |
| **Training** | | | | |  |
|  | **Training Material** | The Contractor shall develop appropriate Data Services training documentation for users of the data warehouse, data marts, sandbox, and dashboard users, and ensure training documentation is in accordance with MMISR EPMO Expedited Performance Life Cycle (EPLC) requirements.  The Contractor shall provide content and materials in agreed upon formats (e.g., on-line, printed) with State approval for each training tailored to the DS configuration and contents. | | |  |
|  | **Online Help Tools** | The Contractor shall provide online help (e.g., Screen Tip, hyperlinks to other documents, keyword search, chat, tool tips, definitions page, user guide, policy guidance, hover over help) and documentation that supports Stakeholder-specific business use of the DS tools and provides guidance to end users in correct execution of user-performed application maintenance and report configuration activities.    The Contractor shall provide the Online Help Tools no less than thirty (30) days prior to User Acceptance Testing (UAT). | | |  |
|  | **Knowledge Transfer** | The Contractor shall provide Data Services solution training and knowledge transfer to the Stakeholders as required.  The Contractor shall provide initial and ongoing training and documentation for knowledge transfer to ensure appropriate and maximal use by Users.     The Contractor shall provide for instructor-led (either online or on site) and on-demand, self-paced training. | | |  |
| **Review and Acceptance** | | | | |  |
|  | **Review and Acceptance** | The Contractor shall deliver plans, designs, data, documentation, test cases and results, and implementations for review and acceptance by the Procuring Agency. | | |  |

## Deliverable 12: Operations and Maintenance Plan

| **Deliverable Twelve** | | **Due Date** | **Compensation** |
| --- | --- | --- | --- |
| **Operations and Maintenance Plan** | | **No Later Than**  **MMDDYYY** | **Total Compensation Amount Not to Exceed: $XXXX Including NM GRT**  **Less: $XXX Retainage Total Net Payable on Acceptance:**  **$XXXX Including NM GRT** |
| Task Item | Sub Tasks | Description | |
| **Operations and Maintenance Plan** | **O&M Plan** | The Contractor shall coordinate with Procuring Agency stakeholders to develop an Operations and Maintenance (O&M) Plan that describes the approach, roles and responsibilities, tools, and processes to be used following go-live.  This Operations and Maintenance (O&M) Plan shall address the following processes for operations work post go-live:   * Operations and Maintenance (O & M) Transition process - This is the process and checklists that will be executed and completed as items transition from DDI to operations. This process will include updates to the Technical Operations Plan, user documentation, and operational staff training as necessary. * Operations and Maintenance (O&M) Backlog Planning Process - The O&M Backlog Planning Process shall define a plan for incorporating new data sources, data marts, and dashboards as new modules and partner agency data becomes available to the HHS 2020 Enterprise. Including, but not limited to:   + Data Sources     - MCO data (beyond encounters)     - Department of Finance and Administration (DFA)     - Taxation and Revenue Department (TRD)     - Department of Workforce Solutions (DWS)     - Department of Corrections (NMCD)     - Early Childhood Education & Care (ECECD)     - Aging and Long-term Services (ALTSD)     - Public Education Department     - Department of Health (DOH)     - Child Support Enforcement Services (CSED)     - Children, Youth and Families Division (CYFD)     - Consolidated Customer Service Center (CCSC)     - Jiva     - Updates to Data Source Systems   + Data Marts:     - ALTSD     - CSED   + Dashboards:     - Customer 360 * Plan should include:   + Approach for anticipating and organizing the work during M&O   + Methodology for structuring the work into segments that are easily monitored, evaluated, and reported for progress.   + Backlog Methodology   + Release Management * Operations and Maintenance (O&M) Release Process - The O & M Release Process shall reference and use process detailed in the Release strategy document to scope, plan, and monitor releases post go-live. The Plan will detail any unique differences related to the Release strategy to accommodate processes unique to O & M. In addition, this section shall reference any enhancements to the Change Management Plan for DDI and Risk Management plan to accommodate unique O & M Requirements. This process will include how lessons learned will be captured and folded into future releases. * Operations and Maintenance (O&M) Communication Process - The O & M process shall have its own communication process for status reporting and meeting cadences. This section shall detail the communications specific to O & M. For example, system outage escalation and communication procedures for the account team to follow for user notifications. * Operations and Maintenance (O&M) Hardware and Software Maintenance process - This process will detail how routine software and hardware or virtual machine patches will be identified, scheduled, communicated, and validated during the Operations phase. This section shall include how the Solution will coordinate release of new versions of applications, COTS products and other major components within the DS Module to foster Stakeholder planning, minimize service disruption, allow for adequate testing and encourage the most efficient use of resources. The section shall include approaches to limit the disruption to production availability and downtime. * Operations and Maintenance (O&M) Staffing Process - This process will detail how the Operation and Maintenance staffing will be onboarded and trained. It shall include the transition process of select implementation resources over to operations to allow continuity of knowledge. It will include the final Staffing model for Operations and Maintenance (O&M) along with roles and responsibilities. Contractor shall describe how its Solution will ensure, throughout the life of the contract resulting from this procurement, that Stakeholders will have access to Contractor Project SMEs who have expertise in healthcare analytics (both advanced and basic), use of metadata, BI Analytic design and scripting, data quality and validation, creation of databases using multiple tools, cross-program reporting, and performance assessment from multiple perspectives, including outcomes, quality of service, program impact and intervention effectiveness measurement. * Operations and Maintenance (O&M) Quality Management Process - This process will detail how Testing will be done on enhancements and release. It will reference the Master Test Plan for DDI and will contain any unique processes that will be needed for O & M. * Operations and Maintenance (O&M) Training Process - This process will detail the training process for O & M. This process will reference the DDI Training plan and then it will include unique processes that will be needed for O & M. * Operations and Maintenance (O&M) Performance Metrics Monitoring and Reporting process - This process will detail what performance metrics will be monitored and how they will be reported to Procuring Agency. | | |

## Deliverable 13: MMIS Certification

| **Deliverable Thirteen** | | | **Due Date** | **Compensation** |
| --- | --- | --- | --- | --- |
| **MMIS Certification** | | | **No Later Than**  **MMDDYYY** | **Total Compensation Not to Exceed**  **$XXXXX Including NM GRT** |
| Task Item | Sub Tasks | Description | | |
| **Certification Planning** | | | | |
|  | **Compliance** | The Contractor’s solution and services shall comply with the CMS Seven Conditions and Standards and comply with State and/or Federal system certification requirements. The Contractor shall perform all services necessary to fully configure the DS module and comply with all relevant Outcomes Based Certification (OBC) requirements as outlined in the Streamlined Modular Certification (SMC) guidance to support attainment of CMS Certification or other oversight certification. | | |
|  | **Outcomes** | The contractor shall collaborate with the State in reviewing and meeting CMS Required and state-specific outcomes. | | |
|  | **Evidence** | The Contractor shall work with the State to develop, refine, and reach agreement on the Evidence for the CMS required and state-specific outcomes, documentation and business justification, where needed to demonstrate that the DS module meets the qualifications for certification with CMS. | | |
|  | **Metrics** | The Contractor shall work with the State to develop, refine, and reach agreement on the metrics and Key Performance Indicators (KPIs) where applicable that the Contractor will calculate quarterly and/or annually as needed and provide to the State so they can be reported to CMS to qualify and obtain enhanced Federal funding. The Contractor may need to provide the raw numbers used in the calculations and/or explain the calculations and methodology used. | | |
| **Prepare Required Artifacts** | | | | |
|  | **Operational Readiness Review**  **Artifacts** | The Contractor will prepare the artifacts required by CMS for the Operational Readiness Review (ORR), including but not limited to monthly project status reports showing the health of the project; the Master Test Plan and test results; the Deployment Plan; the Defect and Risk List; and an Independent Security Audit, including the Penetration Test.  In conformance with CMS expectations, monthly project status reports shall include the following elements:   * **Roadmap** - A product roadmap identifying current, planned, and future functionality and milestones. * **Progress Tracking** - A regular report measuring developmental progress and progress towards achieving outcomes. * **User Feedback** - A report showing how user feedback is regularly incorporated into development. * **Defect and Risk List** - Known defects and risks that may cause delays and any mitigations or workarounds. * **Product Demos** – Documentation of any demonstrations of functionality/features or a regular report of code/feature releases. * **Testing Process** - A documented testing process aligned with CMS ***Testing Guidance Framework.***   In conformance with CMS expectations, the test plan and test results shall:   * Be informed by the ***Testing Guidance Framework*** document, which lists a set of testing expectations and recommendations for the Medicaid Enterprise System (MES). * Describe the details for how and what testing will occur and provide for test results throughout the DDI phase and leading up to the ORR. * Validate the iterative delivery of system functionality and confirm that the system will produce metrics associated with outcomes. * Be as automated and self-documenting as possible (e.g., continuous unit testing). * Be mapped to functionality, with an acceptance testing report for each user story/use case.   In conformance with CMS expectations, the Deployment Plan shall meet the following criteria:   * Release and deployment of a new/updated module agreed upon by all stakeholders. * Verified compatibility between all the related assets and service components within each release package. * Via the configuration management process in place, verification that the integrity of release packages and their constituent components are maintained throughout the transition activities. * Definition of how release and deployment packages can be tracked, installed, tested, verified, and/or uninstalled or backed out, if appropriate. * Definition of how deviations, risks, and issues related to the new or updated module are recorded and how corrective actions are ensured. * Definition of how the transfer of knowledge will occur to enable end users to optimize their use of the new/updated module to support their business activities. * Definition of how the skills and knowledge will be transferred to operations staff to enable them to effectively and efficiently deliver, support, and maintain the new/updated module according to the documented Service Level Agreements (SLAs).   In conformance with CMS expectations, the Defect and Risk List shall include a current defect list, with the frequency, severity (inclusive of all critical and high defects), and associated implementation timelines. Defect entries shall include information about the operational impact. Risks should be accompanied by a mitigation/resolution or a risk acceptance statement.  In conformance with CMS expectations, the Independent Security Audit reports shall cover compliance with the following:   * NIST SP 800-171 and/or NIST SP 800-53 standards and all relevant controls in HIPAA. * Aligning Health Care Industry Security Approaches pursuant to Cybersecurity Act of 2015, Section 405(d). * The Open Web Application Security Project Top 10.   Security risks documented in the audit report shall be identified using NIST SP 800-30 Revision 1. The audit shall include, but need not be limited to, a penetration test; a review of all HIPAA compliance areas; user authentication; information disclosure; audit trails; data transfers; and information on correct data use (role-based testing of use). The audit shall cover adequate audit trails and logs (ID, access level, action performed, etc.). The audit should also cover encryption of data at rest, in audit logs, and in transit between workstations and mobile devices (where applicable), to external locations, and to offline storage. | | |
|  | **Certification Review Artifacts** | The Contractor shall prepare the artifacts required by CMS for the Certification Review (CR) and in conformance with CMS expectations, including but not limited to monthly project status reports showing the health of the project; the Master Test Plan and test results; and the Defect and Risk List. CMS requires a third-party, Independent Security Audit which the Contractor will be responsible for obtaining with State approval of the third-party vendor. | | |
| **Certification Reviews** | | | | |
|  | **Preparation for the Certification Reviews** | Contractor will, with Procuring Agency collaboration, perform the following activities through the entire CMS MMIS certification process:   * Ensure that the DS module meets CMS certification requirements and complies with the Procuring Agency’s Certification Plan. * For the ORR, comply with applicable Outcomes Based Certification (OBC) and provide their related required Evidence. * For the Certification Review, prepare the metrics and Key Performance Indicators (KPIs) prior to the review. * Provide the necessary artifacts and evidence for CMS certification reviews as defined in the Procuring Agency’s Certification Plan and as outlined here. * Work with the Procuring Agency to review the artifacts and evidence and update the documentation if needed. * As part of weekly and monthly status report, provide updates on DS Certification activities. * Resolve issues that prevent the Procuring Agency from receiving certification based upon components of the DS Module. | | |
|  | **Support During the Certification Reviews** | Contractor will perform the following activities during all of Certification Reviews:   * Coordinate, participate in, and prepare for DS Certification activities. * Respond to questions from the Procuring Agency, IV&V, or CMS and CMS contractors such as MITRE for DS components and services. * Participate in and provide demonstrations as needed for Certification reviews. * Provide follow-up documentation for action items from CMS and MITRE to ensure that the Procuring Agency will receive final certification.   The Contractor shall receive final certification for the DS components and services. | | |
| **Review and Acceptance** | | | | |
|  | **Review and Acceptance** | Contractor will deliver assessments, documentation, demonstrations and recommendations for review and acceptance by Procuring Agency. | | |

## Deliverable 14: Technical Operations Plan

|  |  |  |  |
| --- | --- | --- | --- |
| **Deliverable Fourteen** | | **Due Date** | **Compensation** |
| **Technical Operations Plan** | | **No Later Than**  **MMDDYYY** | **Total Compensation Amount Not to Exceed: $XXXX Including NM GRT**  **Less: $XXX Retainage Total Net Payable on Acceptance:**  **$XXXX Including NM GRT** |
| Task Item | Sub Tasks | Description | |
| **Technical Operations Plan** | | | |
|  | **Technical Operations Plan** | The Contractor shall develop a Technical Operations Plan that describes how the Contractor will provide technical operating procedures for the DS Module.  This plan shall contain the following detailed procedures describing the steps the Contractor will execute to ensure that the deployed systems are working as expected.   * System Health Check Procedures: For each system, this plan shall contain a set of documented procedures that are run periodically to ensure the system is operational and meets the SLA for availability and performance. * System Operations Procedures: For each system Deliverable deployed, this plan shall contain information that details the run procedures for batch job execution, system issues escalation procedures, key resource contact information, and maintenance strategy for versions and security patches. It will also contain a list of possible error scenarios and solutions. * Help Desk Procedures: For the DS module, this document shall detail the policy and procedures for users and team members to contact the help desk and create help desk tickets and how these tickets should be resolved and escalated. * SLA Tracking Procedures: For all SLAs, there will be procedures on how to collect and track SLAs. It will also include the escalation procedures if SLAs are not meet and how root cause analysis will be executed. | |

## Deliverable 15: Monthly M&O Services and Report

| **Deliverable Fifteen** | | | | | **Due Date** | **Compensation** | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Monthly M&O Services and Report** | | | **Monthly beginning MMDDYYY  thru MMDDYYY** | | | **Total Compensation Amount Not to Exceed: $XXXX Including NM GRT**  **Invoiced Monthly with Compensation Not to Exceed**  **$XXXX/Month, Including NM GRT** | |
| Task Item | | Sub Tasks | Description | | | | |
| **Monthly M&O Services and Report** | | **Monthly M&O Services** | The Contractor shall provide ongoing M&O services for the DS module. These services shall include, but not be limited to the ongoing execution and utilization of management plans and services defined and developed during DDI and the M&O services described in this and other M&O related Deliverables.  The Contractor shall document the execution of these services, their effectiveness, deficiencies, and planned improvements in a monthly M&O Services Report.  Compensation for these services and reports will be made through this monthly Deliverable and associated payment.  The services shall include, but not be limited to:   * Loading data into the Data Warehouse, sandbox, and data marts on a regular basis in support of DS analytics. * Updating the DS module on a monthly release cycle, to include needed functionality corrections, data corrections and other changes. * Augmenting the monthly release cycle as needed with "off-cycle" releases at a frequency determined by mutual agreement between the Contractor and Procuring Agency.   Establishing an IT Service Management (ITSM)- compliant service desk that offers Tier 1, Tier 2 and Tier 3 support for the DS module components and functionality. The help desk shall coordinate resolution of service requests for all DS components and functionality. The help desk shall work in coordination with the SI/Procuring Agency ITSM help desk in escalation paths, ticket tracking and problem resolution.   * Staffing the service desk during business hours. * Managing all aspects of user support for the DS module components. * Providing a web-based issue tracking system designed to optimize workflow and effectively manage technical and end user issues. The issue tracking system shall allow searches, using knowledge base articles and content repository, of all information contained on the site, including solutions to previously reported issues of general interest. * Analyzing and reporting on downtime and availability for the DS module. * Defining and developing user activity reports and producing and distributing for use. * Providing measurement and assessment services, including reporting and analytics, to track and measure operational performance. * Producing other reports related to system availability, performance, mean time between failures, or other related topics as requested by Procuring Agency. | | | | |
|  | **Monthly Enhancements Support** | | | In response to the changing needs of users, the Contractor shall establish an Enhancement Support pool of six hundred and forty (640) hours monthly to incorporate new or modified reporting and business intelligence capabilities into the DS module in accordance with the contract's change management procedures. This Enhancement Support pool shall not carry forward to future months if not utilized, however, upon mutual agreement the Contractor can use future hours in the current month to accommodate larger Enhancement requests. | | |
|  | **Monthly Licensing Support** | | | Contractor shall size software licensing required for the DS module based on required usage footprint as agreed in the Capacity Planning Deliverable. Contractor shall provide licenses to Procuring Agency and maintain  required licensing agreements to ensure continuity of | | |

|  |  |  |
| --- | --- | --- |
|  |  | software services for the Procuring Agency. |
|  | **Monthly Platform Hosting Services** | Contractor shall ensure that the DS platform remains available, performant, and secure by:   * Allowing for growth in usage on a schedule that anticipates the need for faster processing, more memory and expansion of available storage capacity. * Providing scheduled hardware/virtual machine and software upgrades according to corresponding end-of-life schedules and to sustain agreed-upon SLAs. * Monitoring the performance of the DS module against agreed-upon SLAs and identifying and resolving service-level violations. * Monitoring progress in addressing DS issues that adversely affect MMISR operations, service delivery, performance levels, and data integrity. * Supplying the necessary hardware/virtual machine, software, telecommunications and other components and information technology staff support to operate the system. * Perform a maximum of one (1) Disaster Recovery exercise annually as required. |
|  | **Reporting** | Contractor shall develop and deliver a monthly status report that describes their activity in ongoing user support, data analytics expert support, data warehouse support, Medicaid and other problem identification, root cause analyses, monitoring, documentation, and problem resolutions for issues in the Data Services Module. The report shall itemize costs and effort split between M&O Services, Enhancements Support, Licensing Support, and  Platform Hosting Services. |

## Deliverable 16: Platform Hosting Services

|  |  |  |  |
| --- | --- | --- | --- |
| **Deliverable Sixteen** | | **Due Date** | **Compensation** |
| **Platform Hosting Services and Report** | | **Monthly beginning MMDDYYYY  thru MMDDYYYY** | **Total Compensation Amount Not to Exceed: $XXXXX Including NM GRT**  **Invoiced Monthly with Compensation Not to Exceed**  **$XXXXX/Month, Including NM GRT** |
| Task Item | Sub Tasks | Description | |
| **Platform Hosting Services** | **Platform Services** | Contractor shall maintain the necessary environments, hardware/cloud, software, telecommunications and other components and information technology staff to operate  the Data Services platform in support of DDI efforts. | |
| **Reporting** | **Report** | Contractor shall produce a report outlining the costs incurred in monthly Platform Services | |

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## Optional Deliverable: Operational Reporting Solution

|  |  |  |  |
| --- | --- | --- | --- |
| **Deliverable Name** | | **Due Date** | **Compensation** |
| **Operational Reporting Solution**  **[Procuring Agency OPTION]** | | **Procuring Agency OPTION** | **TBD** |
| Task Item | Sub Tasks | Description | |
| Provide Operational Reporting Solution | Operational Reporting Specifications | The Contractor shall provide Operational Reports to supplement operational systems and processes.  Contractor shall utilize HSD completed/in-progress Business Requirements Documents (BRD) as a starting point to gather requirements through JAR/JAD sessions for a subset of HSD operational reports in accordance with the DS-specific and project-level Requirements Management Plans.    The Contractor’s solution shall incorporate unified data to provide actionable information in the monitoring, recoupment, or adjustment of capitation payments as well as evaluation of Managed Care Organization (MCO) encounter accuracy. | |
|  | Operational Reporting Solution Requirements | Depending on the processes these reports support, the Contractor’s Operating Reporting Solution may result in any of the following:     1. Creation of an interactive dashboard for internal use 2. Creation and external production of a secured dashboard for MCO use 3. Record level detail files for consumption by user, system, or secured file for external user | |

## **EXHIBIT B**

## **ASSESSMENT OF LIQUIDATED DAMAGES**

Contractor will not be liable for any failure to meet service measures or for associated liquidated damages resulting in whole or in part from events, causes, or responsibilities that are outside of Contractor’s control.

HSD will notify the DS Contractor when any standard is not met and of the intent to assess Liquidated Damages immediately, and before any damages are collected against the DS Contractor.

| Phase | # | Categories | Service Measures | Liquidated Damages |
| --- | --- | --- | --- | --- |
| DDI/ OPS | 1 | Configuration Management | The DS Contractor shall not put into production any changes including configurable items and business rules without the prior written approval of Procuring Agency via the Change Control and Release Management processes.  Procuring Agency will use an emergency approval process to expedite urgent changes necessary to support maximum system availability. | Procuring Agency may assess $5,000 per occurrence for DS Contractor’s failure to obtain Procuring Agency prior written approval for changes.  This performance standard shall only apply after the MMISR Go Live in accordance with the mutually agreed upon Project Schedule. |
| OPS | 2 | Disaster Recovery | For the DS module, the DS Contractor shall perform and pass the annual recovery and restoration testing that is outlined and accepted by Procuring Agency in the “Disaster Recovery Plan” Deliverable.  DS Contractor shall coordinate with the SI Contractor / Procuring Agency and their disaster recovery testing related to its interaction with the DS module. The testing schedule shall be mutually agreed upon by Procuring Agency and DS Contractor. | Procuring Agency may assess $5,000 per business day for each day the passing completion of the test for the DS module is beyond the scheduled test date. |
| OPS | 3 | Disaster Recovery | The DS Contractor shall achieve a Recovery Point Objective (RPO) of 4 hours or less for the DS module and data such that the established environment contains the full data of the production environment including installed software and configurations at the time of the last replication. | Procuring Agency may assess $5,000 for each hour or part thereof for an RPO realization that is greater than 4 hours. |
| OPS | 4 | Disaster Recovery | The DS Contractor shall provide capacity, process and performance to fail-over and resume all components of production operations from the production environment to the disaster recovery environment within a Recovery Time Objective (RTO) of 4 hours of the declaration of disaster for all DS module components. The environment shall contain the full data of the production environment including installed software and configurations at the time of the last replication. | Procuring Agency may assess $5,000 per hour for every hour or part thereof beyond the 4 hours specified that the production functionality is not failed-over and operational for all DS module components. |
| DDI | 5 | Project Management | DS Contractor shall deliver the deliverables, per DED requirements, by the due dates as set forth in the then-approved project schedule or as otherwise mutually agreed upon. | Procuring Agency may assess $1,000 per business day thereafter until the date that deliverable is delivered to Procuring Agency. |
| OPS | 6 | Project Management | The DS Contractor shall deliver to the Procuring Agency project manager or designee timely and accurate reports specific to each defined performance measure described in this table of performance measures. The reports shall be specific to the related time period and quantifiably specific to the measure being reported. Reports shall be based on a measuring and monitoring methodology and tools approved by Procuring Agency.  The DS Contractor and Procuring Agency will work together to develop a performance standards status report (“Dashboard”). | Procuring Agency may assess $100 per performance measurement per day for reports that are not presented to Procuring Agency by the agreed upon date and time for submission. |
| DDI/OPS | 7 | Staff Resource Management | The DS Contractor shall timely replace Key Personnel according to the contract process. Replacement of Key Personnel will take place within 30 calendar days of removal unless a longer period is approved by Procuring Agency. | Procuring Agency may assess up to $1,000 per Business Day for each Business Day beyond the 30 calendar days allowed for replacement of Key Personnel. This Performance Standard will not apply to days that proposed candidates are being reviewed by Procuring Agency for their approval. |
| DDI/OPS | 8 | Staff Resource Management | Except as set forth in the Contract or due to a personnel resignation or termination, the DS Contractor shall not replace Key Personnel without prior written approval of Procuring Agency.  The list of Key Personnel during Contract will be mutually agreed upon by the Procuring Agency and DS Contractor. | Procuring Agency may assess up to a maximum of $10,000 per occurrence. |
| OPS | 9 | System Availability | DS Contractor shall provide all components of the DS module available for production processing 99.99% of the time 365 days per year.  Maintenance downtime hours approved on exceptional basis do not apply to this standard. | Procuring Agency may assess liquidated damages per day as specified below when the average daily performance fails to meet the performance standard.  Availability drops below 99.99% to 99.9% (more than 8.66 seconds and less than 1.44 minutes of downtime per 24-hour period): $5,000  Availability drops below 99.9% to (more than 14.4 minutes of downtime per 24-hour period): $7,500  Availability drops below 99% (more than 14.4 minutes of downtime per 24-hour period): $10,000  The assessment of Liquidated Damages for this performance standard shall only apply 90 days after the MMISR Go Live in accordance with the mutually agreed upon Project Schedule. |
| OPS | 10 | System Maintenance | DS Contractor shall analyze and propose a resolution to Procuring Agency for all DS module Severity 1 incidents within 1 hour from the time the DS Contractor is aware of the incident.  For the purposes of the SLA herein, Severity 1 incidents shall be defined as mutually agreed upon prior to Go-Live. | Procuring Agency may assess $1,000 per hour, or part of an hour, for each hour when the resolution is not proposed to Procuring Agency per the performance standard.  The assessment of Liquidated Damages for this performance standard shall only apply 90 days after the MMISR Go Live in accordance with the mutually agreed upon Project Schedule. |
| OPS | 11 | System Maintenance | DS Contractor shall analyze and propose a resolution to Procuring Agency for all DS module Severity 2 incidents within 4 hours from the time the DS Contractor is aware of the incident.  For the purposes of the SLA herein, Severity 2 incidents shall be defined as mutually agreed upon prior to Go-Live. | Procuring Agency may assess $5,000 per day, when the resolution is not proposed to Procuring Agency per the performance standard.  The assessment of Liquidated Damages for this performance standard shall only apply 90 days after the MMISR Go Live in accordance with the mutually agreed upon Project Schedule. |
| OPS | 12 | System Performance | Dashboards   * 90% of dashboards will load in less than 10 seconds presenting results including tables and visualizations * Refresh rates (time to present results and visualizations after applying filter or navigating to a different location in the same dashboard) is less than 3 seconds   Data Warehouse, Data Marts and Sandbox   * 40% of queries will return results in less than 5 seconds * 30% of queries will return results in less than 20 seconds * 20% of queries will return results in less than 1 minute | Procuring Agency may assess $5,000 per month per standard when the daily average exceeds the standard. |

**EXHIBIT C**

**HIPAA BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“BAA”) is entered into between the **New Mexico Human Services Department** (“Department”) and **CONTRACTOR**, hereinafter referred to as “Business Associate” , in order to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as amended by Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”), including the Standards of the Privacy of Individually Identifiable Health Information and the Security Standards at 45 CFR Parts 160 and 164.

**Business Associate**, by this PSC 23-630-4000-00xx has agreed to provide services to, or on behalf of, the Department which may involve the disclosure by the Department to the Business Associate (referred to in PSC 23-630-4000-00xx as “Contractor”) of Protected Health Information. This Business Associate Agreement is intended to supplement the obligations of the Department and the Contractor as set forth in PSC 23-630-4000-00xx and is hereby incorporated therein.

**The parties** acknowledge HIPAA, as amended by the HITECH Act, requires that Department and Business Associate enter into a written agreement that provides for the safeguarding and protection of all Protected Health Information which Department may disclose to the Business Associate, or which may be created or received by the Business Associate on behalf of the Department.

1. **Definition of Terms**
2. Breach. “Breach” has the meaning assigned to the term breach under 42 U.S.C. § 17921(1) [HITECH Act § 13400 (1)] and 45 CFR § 164.402.
3. Business Associate. "Business Associate", herein being the same entity as the Contractor in the same or Related Agreement, shall have the same meaning as defined under the HIPAA standards as defined below, including without limitation Contractor acting in the capacity of a Business Associate as defined in 45 CFR § 160.103.
4. Department. "Department" shall mean in this agreement the State of New Mexico Human Services Department.
5. Individual. "Individual" shall have the same meaning as in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502 (g).
6. HIPAA Standards. “HIPAA Standards” shall mean the legal requirements as set forth in the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009, and the regulations and policy guidance, as each may be amended over time, including without limitation:

i. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Part 160 and Part 164, Subparts A and E.

ii. Breach Notification Rule. “Breach Notification” shall mean the Notification in the case of Breach of Unsecured Protected Health Information, 45 CFR Part 164, Subparts A and D

iii. Security Rule. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and C, including the following:

1. Security Standards. “Security Standards” hereinafter shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.306.
2. Administrative Safeguards. “Administrative Safeguards” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.308.
3. Physical Safeguards. “Physical Safeguards” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.310.
4. Technical Safeguards. “Technical Safeguards” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.312.
5. Policies and Procedures and Documentation Requirements. “Policies and Procedures and Documentation Requirements” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.316.
6. Protected Health Information. "Protected Health Information" or “PHI” shall have the same meaning as in 45 CFR §160.103, limited to the information created, maintained, transmitted, or received by Business Associate, its agents, or subcontractors from or on behalf of Department.
7. Required by Law. "Required by Law" shall have the same meaning as in 45 CFR §164.103.
8. Secretary. "Secretary" shall mean the Secretary of the U. S. Department of Health and Human Services, or his or her designee.
9. Covered Entity. "Covered Entity " shall have the meaning as the term “covered entity” defined at 45 CFR §160.103, and in reference to the party to this BAA, shall mean the State of New Mexico Human Services Department.

Terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in the HIPAA Standards. All terms used and all statutory and regulatory references shall be as currently in effect or as subsequently amended.

**2. Obligations and Activities of Business Associate**

1. General Rule of PHI Use and Disclosure. TheBusiness Associate may use or disclose PHI it creates for, receives from or on behalf of, the Department to perform functions, activities or services for, or on behalf of, the Department in accordance with the specifications set forth in this BAA and in this PSC 23-630-4000-00xx; provided that such use or disclosure would not violate the HIPAA Standards if done by the Department; or as Required By Law.

i. Any disclosures made by the Business Associate of PHI must be made in accordance with HIPAA Standards and other applicable laws.

ii. Notwithstanding any other provision herein to the contrary, the Business Associate shall limit uses and disclosures of PHI to the “minimum necessary,” as set forth in the HIPAA Standards.

1. The Business Associate agrees to use or disclose only a “limited data set” of PHI as defined in the HIPAA Standards while conducting the authorized activities herein and as delineated in PSC 23-630-4000-00xx, except where a “limited data set” is not practicable in order to accomplish those activities.
2. Except as otherwise limited by this BAA or PSC 23-630-4000-00xx**,** Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
3. Except as otherwise limited by this BAA or PSC 23-630-4000-00xx, Business Associate may disclose PHI for the proper management and administration of the Business Associate provided that the disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
4. Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR § 164.502(j).
5. Business Associate may use PHI to provide Data Aggregation services to the Department as permitted by the HIPAA Standards.
6. Safeguards. The Business Associate agrees to implement and use appropriate Security, Administrative, Physical and Technical Safeguards, and comply where applicable with subpart C of 45 C.F.R. Part 164, to prevent use or disclosure of PHI other than as required by law or as provided for by this BAA or PSC 23-630-4000-00xx. Business Associate shall identify in writing upon request from the Department all of those Safeguards that it uses to prevent impermissible uses or disclosures of PHI.
7. Restricted Uses and Disclosures. The Business Associate shall not use or further disclose PHI other than as permitted or required by this BAA or PSC 23-630-4000-00xx, the HIPAA Standards, or otherwise as permitted or required by law. The Business Associate shall not disclose PHI in a manner that would violate any restriction which has been communicated to the Business Associate.
8. The Business Associate shall not directly or indirectly receive remuneration in exchange for any of the PHI unless a valid authorization has been provided to the Business Associate that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving the PHI of that individual, except as provided for under the exceptions listed in 45 C.F.R. §164.502 (a)(5)(ii)(B)(2).
9. Unless approved by the Department, Business Associate shall not directly or indirectly perform marketing to individuals using PHI.
10. Agents. The Business Associate shall ensure that any agents that create, receive, maintain or transmit PHI on behalf of Business Associate, agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to PHI, in accordance with 45 C.F.R. § 164.502(e)(1)(ii), and shall make that agreement available to the Department upon request. Upon the Business Associate’s contracting with an agent for the sharing of PHI, the Business Associate shall provide the Department written notice of any such executed agreement.
11. Availability of Information to Individuals and the Department. Business Associate shall provide, at the Department’s request, and in a reasonable time and manner, access to PHI in a Designated Record Set (including an electronic version if required) to the Department or, as directed by the Department, to an Individual in order to meet the requirements under 45 CFR § 164.524. Within three (3) business days, Business Associate shall forward to the Department for handling any request for access to PHI that Business Associate receives directly from an Individual. If requested by the Department, the Business Associate shall make such information available in electronic format as required by the HIPAA Standards to a requestor of such information and shall confirm to the Department in writing that the request has been fulfilled.
12. Amendment of PHI. In accordance with 45 CFR § 164.526, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Department directs or agrees to, at the request of the Department or an Individual, to fulfill the Department’s obligations to amend PHI pursuant to the HIPAA Standards. Within three (3) business days, Business Associate shall forward to the Department for handling any request for amendment to PHI that Business Associate receives directly from an Individual.
13. Internal Practices. Business Associate agrees to make internal practices, books and records, including policies, procedures and PHI, relating to the use and disclosure of PHI, available to the Department or to the Secretary within seven (7) days of receiving a request from the Department or receiving notice of a request from the Secretary, for purposes of the Secretary’s determining the Department’s compliance with the Privacy Rule.
14. PHI Disclosures Recordkeeping. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Department to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the HIPAA Standards and 45 CFR § 164.528. Business Associate shall provide such information to the Department or as directed by the Department to an Individual, to permit the Department to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by the Department. Within three (3) business days, Business Associate shall forward to the Department for handling any accounting request that Business Associate directly receives from an individual.
15. PHI Disclosures Accounting. Business Associate agrees to provide to the Department or an Individual, within seven (7) days of receipt of a request, information collected in accordance with Section 2 (h) of this Agreement, to permit the Department to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
16. Security Rule Provisions. As required by 42 U.S.C. § 17931 (a) [HITECH Act Section 13401(a)], the following sections as they are made applicable to business associates under the HIPAA Standards, shall also apply to the Business Associate: 1) Administrative Safeguards; 2) Physical Safeguards; 3) Technical Safeguards; 4) Policies and Procedures and Documentation Requirements; and 5) Security Standards. Additionally, the Business Associate shall either implement or properly document the reasons for non-implementation of all safeguards in the above cited sections that are designated as “addressable” as such are made applicable to Business Associates pursuant to the HIPAA Standards.
17. Civil and Criminal Penalties. Business Associate agrees that it will comply with the HIPAA Standards as applicable to Business Associates and acknowledges that it may be subject to civil and criminal penalties for its failure to do so.
18. Performance of Covered Entity's Obligations. To the extent the Business Associate is to carry out the Department 's obligations under the HIPAA Standards, Business Associate shall comply with the requirements of the HIPAA Standards that apply to the Department in the performance of such obligations.
19. Subcontractors. The Business Associate shall ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate, agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to PHI, with 45 C.F.R. § 164.502(e)(1)(ii), and shall make such information available to the Department upon request. Upon the Business Associate’s contracting with an agent for the sharing of PHI, the Business Associate shall provide the Department written notice of any such executed agreement. Upon the Business Associate’s contracting with a subcontractor for the sharing of PHI, the Business Associate shall provide the Department written notice of any such executed agreement.

**3. Business Associate Obligations for Notification, Risk Assessment, and Mitigation**

During the term of this BAA or PSC 23-630-4000-00xx, the Business Associate shall be required to perform the following pursuant to the Breach Notification Rule regarding Breach Notification, Risk Assessment and Mitigation:

Notification

1. Business Associate agrees to report to the Department Contract Manager orHIPAA Privacy and Security Officer any use or disclosure of PHI not provided for by this BAA or PSC 23-630-4000-00xx, and HIPAA Standards, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, as soon as it (or any employee or agent) becomes aware of the Breach, and in no case later than three (3) business days after it (or any employee or agent) becomes aware of the Breach, except when a government official determines that a notification would impede a criminal investigation or cause damage to national security.
2. Business Associate shall provide the Department with the names of the individuals whose unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR §164.404(c), and, if requested by the Department, provide information necessary for the Department to investigate promptly the impermissible use or disclosure. Business Associate shall continue to provide to the Department information concerning the Breach as it becomes available to it and shall also provide such assistance and further information as is reasonably requested by the Department.

Risk Assessment

1. When Business Associate determines whether an impermissible acquisition, use or disclosure of PHI by an employee or agent poses a low probability of the PHI being compromised, it shall document its assessment of risk in accordance with 45 C.F.R. § 164.402 (in definition of “Breach”, ¶ 2) based on at least the following factors: (i) the nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification; (ii) the unauthorized person who used the protected health information or to whom the disclosure was made; (iii) whether the protected health information was actually acquired or viewed; and (iv) the extent to which the risk to the protected health information has been mitigated. Such assessment shall include: 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons documenting the determination of risk of the PHI being compromised. When requested by the Department, Business Associate shall make its risk assessments available to the Department.
2. If the Department determines that an impermissible acquisition, access, use or disclosure of PHI, for which one of Business Associate’s employees or agents was responsible, constitutes a Breach, and if requested by the Department, Business Associate shall provide notice to the individuals whose PHI was the subject of the Breach. When requested to provide notice, Business Associate shall consult with the Department about the timeliness, content, and method of notice, and shall receive the Department’s approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate. The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to the Department.

Mitigation

1. In addition to the above duties in this section, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI, by Business Associate in violation of the requirements of this Agreement, the Related Agreement or the HIPAA Standards. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by the Department, Business Associate shall make its mitigation and corrective action plans available to the Department.
2. The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of the Breach, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business Associate and the Department are doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR §164.404(c).

Notification to Clients

1. Business Associates shall notify individuals of Breaches as specified in 45 CFR §164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of a State or jurisdiction, Business Associate shall, if requested by the Department, notify prominent media outlets serving such location(s), following the requirements set forth in 45 CFR §164.406.

**4. Obligations of the Department** **to Inform Business Associate of Privacy Practices and Restrictions**

1. The Department shall notify Business Associate of any limitation(s) in the Department’s Notice of Privacy Practices, implemented in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
2. The Department shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
3. The Department shall notify Business Associate of any restriction in the use or disclosure of PHI that the Department has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
4. The Department shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Department.
   1. **Term and Termination**

a. Term. This BAA terminates concurrently with PSC 23-630-4000-00xx, except that obligations of Business Associate under this BAA related to final disposition of PHI in this Section 5 shall survive until resolved as set forth immediately below.

b. Disposition of PHI upon Termination. Upon termination of this PSC 23-630-4000-00xx and BAA for any reason, Business Associate shall return or destroy all PHI in its possession and shall retain no copies of the PHI. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to the Department notification of the conditions that make return or destruction of PHI not feasible. Upon mutual agreement of the Parties that the return or destruction of the PHI is infeasible, Business Associate shall agree, and require that its agents, affiliates, subsidiaries and subcontractors agree, to the extension of all protections, limitations and restrictions required of Business Associate hereunder, for so long as the Business Associate maintains the PHI.

c. If Business Associate breaches any material term of this BAA, the Department may either:

i. provide an opportunity for Business Associate to cure the Breach and the Department may terminate this PSC 23-630-4000-00xx and BAA without liability or penalty in accordance with Article 4, Termination, of PSC 23-630-4000-00xx, if Business Associate does not cure the breach within the time specified by the Department; or,

ii. immediately terminate this PSC 23-630-4000-00xx without liability or penalty if the Department determines that cure is not reasonably possible; or,

iii. if neither termination nor cure are feasible, the Department shall report the breach to the Secretary.

The Department has the right to seek to cure any breach by Business Associate and this right, regardless of whether the Department cures such breach, does not lessen any right or remedy available to the Department at law, in equity, or under this BAA or PSC 23-630-4000-00xx, nor does it lessen Business Associate’s responsibility for such breach or its duty to cure such breach.

**6. Penalties and Training.**

Business Associate understands and acknowledges that violations of this BAA or PSC 23-630-4000-00xx may result in notification by the Department to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by the Department, Business Associate shall participate in training regarding use, confidentiality, and security of PHI.

**7. Miscellaneous**

1. Interpretation. Any ambiguity in this BAA, or any inconsistency between the provisions of this BAA or PSC 23-630-4000-00xx, shall be resolved to permit the Department to comply with the HIPAA Standards.
2. Business Associate’s Compliance with HIPAA. The Department makes no warranty or representation that compliance by Business Associate with this BAA or the HIPAA Standards will be adequate or satisfactory for Business Associate’s own purposes or that any information in Business Associate’s possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

c. Change in Law. In the event there are subsequent changes or clarifications of statutes, regulations or rules relating to this BAA or PSC 23-630-4000-00xx, the Department shall notify Business Associate of any actions it reasonably deems necessary to comply with such changes, and Business Associate shall promptly take such actions. In the event there is a change in federal or state laws, rules or regulations, or in the interpretation of any such laws, rules, regulations or general instructions, which may render any of the material terms of this BAA unlawful or unenforceable, or which materially affects any financial arrangement contained in this BAA, the parties shall attempt amendment of this BAA to accommodate such changes or interpretations. If the parties are unable to agree, or if amendment is not possible, the parties may terminate the BAA and PSC 23-630-4000-00xx pursuant to its termination provisions.

d. No Third-Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Department, Business Associate and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

1. Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or workforce members assisting Business Associate in the fulfillment of its obligations under this BAA and PSC 23-630-4000-00xx available to the Department, at no cost to the Department, to testify as witnesses or otherwise in the event that litigation or an administrative proceeding is commenced against the Department or its employees based upon claimed violation of the HIPAA standards or other laws relating to security and privacy, where such claimed violation is alleged to arise from Business Associate’s performance under this BAA or PSC 23-630-4000-00xx, except where Business Associate or its agents, affiliates, subsidiaries, subcontractors or employees are named adverse parties.
2. Additional Obligations. Department and Business Associate agree that to the extent not incorporated or referenced in any Business Associate Agreement between them, other requirements applicable to either or both that are required by the HIPAA Standards, those requirements are incorporated herein by reference.

**EXHIBIT D**

**REQUIREMENTS FOR DATA MARTS AND DASHBOARDS**

The following descriptions provide additional detail about the data marts specified in this contract.

The following specifications may be edited at the discretion of the procuring agency.

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| **DATA MARTS** | |
| **Data Mart Name** | **Description / Purpose** |
| Income Support Clients | This data mart will support multiple analysis on program development, budget projections, and staffing requirements outside of Medicaid. It will include detail information on caseloads, dispositions, expenditures, and recipients for programs supported by the Income Support Division. It will include customer specific information related to demographics and other descriptors like age, gender, and ethnicity. |
| Provider / Benefit Management Services (BMS) | Detail provider demographic information, which when combined with customer information will support analysis of network adequacy. |
| Member Months | Monthly detail customer information for each month of eligibility by any program. Member months will be calculated for Medicaid MCOs and for programs that would not normally be included like Medicaid Fee for Service (FFS), Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), General Assistance, and Low-Income Home Energy Assistance (LIHEAP). Information will be used as a denominator for utilization metrics, trend customer counts, support network adequacy and external facing scorecard on unique persons covered. Detail information on customer will include gender, race/ethnicity, location to the county level or as required for geospatial visualizations, enrolled program, identification of months covered in program, age during covered month etc. |
| Utilization: Inpatient | The identification of an anchor record for an inpatient stay is important to then provide analysis on entire stay (professional, facility, ancillary) by linking related claims/encounters and then categorization of the data to provide quick and consistent information. Categorization of the data must include grouping of types of services, and most importantly grouping of type of admissions high level clinical definitions down to primary dx. The optimum grouping of admission would be one that is comparable with national or regional standards to compare outcomes like ALOS and cost/stay. The data mart will also identify a readmission and the number of days difference from original stay, The data mart will maintain data at the service, customer, and provider level with metrics to allow aggregated analysis (e.g., ALOS, readmission rates, cost/day) and when joined with the Member Month data mart we can easily calculate metrics like PMPM, admits per 1,000 and days per 1,000. Creation of an aggregated data mart may be required to support dashboards. |
| Utilization: Outpatient | This data mart will segment various outpatient services to provide quick and consistent information. Areas of focus include but not limited to include:   * Emergency department – identify visit acuity level to help determine lack of access to primary care services, evaluation of frequent flyers * Urgent care * Ambulatory Surgical Care – segmenting types of surgeries * Observation * Radiology – segmenting on radiology types (MRI, CAT etc.) * Pharmacy * OP Rehab – segmenting rehab (PT, ST, OT) * Cardiovascular * Transportation – segmenting on Air, Ambulance   The data mart will maintain data at the service, customer and provider level with metrics (e.g. visits) to allow aggregated analysis (e.g., cost per visit, visits/unique person) and when joined with the Member Month data mart we can easily calculate metrics like PMPM and visits/1,000. Creation of an aggregated data mart may be required to support dashboards. |
| Utilization: Professional | This data mart will segment primary care and specialty care by specialty as well as type of service provided to give quick and consistent information on cost (e.g., PMPM, Cost/visit) and utilization (e.g. visits/1,000). The information will be used to identify not only over utilization but also underutilization and potential drivers to more expensive care like emergency department. |
| Utilization: Behavioral Health | This data mart will segment non-inpatient behavioral health care to provide quick and consistent information. The segmentations will include but not limited to:   * Residential Treatment, Group Homes, and Treatment Foster Care * Institution for Mental Diseases (IMD) for Substance Use Disorder * Opioid Treatment Program (OTP) and Medication Assisted Treatment (MAT) * Psychiatric and Psychological Services   The data mart will maintain data at the service, customer, and provider level with metrics (e.g., visits) to allow aggregated analysis (e.g., cost/visit, visits/unique person) and when joined with the Member Month data mart we can easily calculate metrics like PMPM, and visits/1,000. Creation of an aggregated data mart may be required to support dashboards. |
| Utilization: Long Term Care | This data mart will segment long term care to provide quick and consistent information. The segmentations will include but not limited to:   * Nursing Facility * Home Community Based Services (HCBS) * Supports Waiver * Community Benefit * Pace   The data mart will maintain data at the service, customer, and provider levels with metrics (e.g., visits) to allow aggregation that when joined with Member Month data mart we can easily calculate metrics like PMPM and visits/1,000. |
| Episodes | This data mart will help the agency understand overall cost of care, comorbidities, and care received by episode regardless of location. It will also provide the ability to compare treatment based on the physician/surgeon who owns the episode be used as a comparison. Contractor will provide Episode grouper to build data mart. |
| Customer 360° | Levering Master Data Management to integrate data for a single customer who receives services from multiple agencies regarding health, income, education, and housing to help build evidence-based programs. This data mart will have the detailed customer information and due to data sharing restrictions may require de-dentification of PHI/PII/FTI. |
| Financial Services | Detail data supporting research, preparations, oversight, and monitoring of Medicaid and CHIP Budget Projections. Data in support of capitation analysis, PMPM, IBNR, total accounts receivable and total accounts payable. |
| ALTSD | Integrated data from several ALTSD databases: SAMS, Harmony, Ombudsman. |
| CSED | Detail data mart created from CSES system to support performance metrics, report cards and ad hoc reporting. |

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| **DASHBOARDS** | |
| **Dashboard Name** | **Description / Purpose** |
| Customer Eligibility & Utilization | Comprehensive view of Medicaid eligibility, utilization, and healthcare costs over time by various demographic and program cohort segmentations. It will include more detail analysis of the following subjects:   * Eligibility trends * Inpatient * Outpatient * Professional * Behavioral Health   Will include the ability to filter on various programs like JUST Health. |
| Financial | Financial metrics of accounts receivables and payables with additional details of State share vs Federal share and net totals by categories. It will include financial and enrollment projections, actuals and IBNR. This is a dashboard for stakeholders including LFC, DFA and public. |
| Income Support Division Operations | To assist ISD Regional Office Managers with oversight of their regions by providing metrics related to application volume, timeliness, and dispositions.  Source: ODS |
| Home Community Based Services (HCBS) Waiver | Provides insight into the health and effectiveness of each HCBS waiver as well as waitlist (Central Registry) metrics by county. |
| JUST Health | Provides insight into application process and enrollment of JUST Health population including incarceration booking and release dates, transfers to incarceration facilities, managed care suspensions and reinstatements, and demographics. The utilization portion includes not only various utilization rates (e.g. inpatient, outpatient, and readmissions) but also breakdown in cost of care based on the incarceration facility and covered by federal or state coffers.  Source: ODS and DW |